

**AGENDA
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD MEETING AND PUBLIC HEARING**

OPEN TO THE PUBLIC

June 12, 2012
9:00 a.m.

District Headquarters
9225 CR 49
Live Oak, Florida

1. Call to Order
2. Chairman Introductions
3. Roll Call
4. Additions, Deletions, or Changes to the Agenda

Change:

- SUP Page 1 - Updated Agenda Item 9 – Approval of Appointment of Ann Shortelle, Ph.D., as Executive Director of Suwannee River Water Management District and Approval of Contract

Mission Support

Addition:

- SUP Page 9 – North Mill Creek 20-year Site Dedication to the Public for Boating Access in Madison County

Water Supply and Resource Management

Addition:

- SUP Page 16 – Authorization to Enter into an Interlocal Agreement with the Town of Greenville
- SUP Page 21 – Interagency Agreement Between the Suwannee River Water Management District and the St. Johns River Water Management District for Cooperative Funding for the Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study

Action Items

5. Approval of Agenda

6. Items Recommended on Consent
 - MS Page 1 – Approval of April Financial Report
 - WSRM Page 24 - Extension of Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County
7. Approval of Recommended Consent Items
8. Approval of Minutes – May 8, 2012 Governing Board Meeting and Workshop Minutes, May 18, 2012 Governing Board Executive Director Selection Meeting Minutes, and May 29, 2012 Intermediate Governing Board Meeting Minutes
9. Approval of Appointment of Ann Shortelle, Ph.D., as Executive Director of Suwannee River Water Management District and Approval of Contract – **Refer to SUP Page 1**
10. Items of General Interest for Information/Cooperating Agencies and Organizations
 - A. Presentation of Hydrologic Conditions by Megan Wetherington, Senior Professional Engineer
 - B. Cooperating Agencies and Organizations
 - C. 10-Year Service Awards
 1. Edwin McCook
 2. Megan Wetherington
 - D. Public Comment

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DEPARTMENT OF MISSION SUPPORT
Melanie Roberts, Director

Action Items

- | | |
|------------|---|
| MS Page 1 | 11. Approval of April Financial Report – Recommended Consent |
| MS Page 5 | 12. Land Use Agreement with Suwannee County School Board |
| MS Page 16 | 13. Suspension of Jennings Bluff Tract from Surplus Land Program |
| MS Page 21 | 14. Resolution 2012-12, Authorizing the Exchange of Properties with Cho Property Management LLC |

- MS Page 32 15. Resolution 2012-13, Authorizing the Conveyance of the Taylor Coastal Well Field Surplus Parcel to Taylor Coastal Water and Sewer District
- MS Page 38 16. Resolution 2012-15, Authorizing the Sale of 79-acre ± Owens Spring Surplus Parcel to T. W. Byrd & Sons
- MS Page 60 17. Resolution 2012-16, Authorizing the Sale of 60-acre ± Adams South Surplus Parcel to Michael H. and Freda L. Shaw
- MS Page 82 18. Detailed Assessment of Aucilla Partnership LLC Exchange Parcel
- MS Page 90 19. Agreement with Florida Department of Environmental Protection (FDEP) for Land Use/Land Cover Data
- MS Page 91 20. Approval of Amendment in Reimbursement Payments to Close Out Prior Education Reimbursement Program
- SUP Page 9 North Mill Creek 20-year Site Dedication to the Public for Boating Access in Madison County**

Informational Item

- MS Page 92 21. Activity Report, Mission Support
- MS Page 93 22. Activity Report, Real Estate

**DEPARTMENT OF WATER SUPPLY AND RESOURCE
MANAGEMENT
Jon Dinges, Director**

Action Items

- WSRM Page 1 23. Authorization to Apply for FEMA's FY 2012 Risk MAP Program
- WSRM Page 2 24. Agreement for Interplanting of Pine Seedlings
- WSRM Page 4 25. Agreement for Mallory Swamp Fireline Rehabilitation Services
- WSRM Page 7 26. Mud Swamp Hunting Lease

- WSRM Page 21 27. Approval of Resolution No. 2012-07 for Fiscal Year 2012-2013, Legislative Appropriations
- WSRM Page 24 28. Extension of Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County – **Recommended Consent**
- WSRM Page 35 29. Approval of Water Use Permit Application Number 2-84-00703M, PCS Phosphate-White Springs, Hamilton County
- WSRM Page 50 30. Authorization to Amend Contract Number 03/04-258 with the Florida Department of Agriculture and Consumer Services (FDACS) for Continuation of the Two Positions for the Suwannee River Partnership for the Period July 1, 2012 through June 30, 2013
- WSRM Page 52 31. Authorization to Continue Suwannee River Partnership Cooperative Conservation Technician Services
- SUP Page 16 Authorization to Enter into an Interlocal Agreement with the Town of Greenville**
- SUP Page 21 Interagency Agreement Between the Suwannee River Water Management District and the St. Johns River Water Management District for Cooperative Funding for the Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study**

Informational Items

- WSRM Page 54 32. 2012 Land Management Review Team Management Report
33. Water Supply and Resource Management Activity Reports
- WSRM Page 73 A. Water Supply
- WSRM Page 75 B. Water Resource Monitoring
- WSRM Page 76 C. Minimum Flows and Levels
- WSRM Page 80 D. Regulatory
- WSRM Page 84 E. Suwannee River Partnership
- WSRM Page 86 F. Land Management
- WSRM Page 89 G. Water Resource Projects Program
- WSRM Page 92 H. Compliance

GOVERNING BOARD LEGAL COUNSEL
Tom Reeves

LC Page 1

Informational Items

- 34. Governing Board Counsel Monthly Report (to be provided prior to Governing Board meeting)

EXECUTIVE OFFICE

Charles H. Houder, III, Acting Executive Director

Informational Items

EO Page 1

- 35. Executive Director's Report
- 36. Executive Office Activity Report
- 37. Announcements

Unless otherwise noted, all meetings are at District Headquarters in Live Oak, Florida

- | | | |
|--------------------|-----------|---------------------------------------|
| June 12, 2012 | 9:00 a.m. | Board Meeting
Workshop |
| July 10, 2012 | 9:00 a.m. | Board Meeting
Lake City |
| August 14, 2012 | 9:00 a.m. | Board Meeting
Workshop |
| September 11, 2012 | 3:00 p.m. | Board Meeting |
| | 5:30 p.m. | 1 st Public Budget Hearing |
| September 25, 2012 | 3:00 p.m. | Workshop |
| | 5:30 p.m. | Final Public Budget Hearing |

****Board Workshops immediately follow Board Meetings unless otherwise noted.**

- 38. Adjournment

The entire meeting of the Governing Board is a public hearing and will be governed accordingly. The Governing Board may take action on any item listed on the agenda. The Governing Board may make changes to the printed agenda only for good cause shown as determined by the Chairman and stated for the record. If any person decides to appeal any decision with respect to any action considered at the above referenced meeting and hearing, such person may need to ensure a verbatim record of the proceeding is made to include testimony and evidence upon which the appeal is made. Public attendance and participation at the District Governing Board Meetings are encouraged.

REVISED 6/11/12

**AGENDA
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD WORKSHOP**

OPEN TO THE PUBLIC

June 12, 2012

District Headquarters
9225 CR 49
Live Oak, Florida

1. Legislative Priorities
2. SRWMD vs. El Rancho No Tango, Inc. - Review
3. Fiscal Year 2013 Budget
4. Governor's Office Consistency Directives & Metrics
5. Statewide Environmental Resource Permitting Consistency Directives
6. Land Acquisition
7. Agriculture Conservation

Note:

The above represents the agenda for the June 2012 Governing Board Workshop for the Suwannee River Water Management District. This agenda may be revised under the direction of the Board Chairman.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
MINUTES OF
GOVERNING BOARD MEETING AND PUBLIC HEARING

Note: A digital recording system has been used to record these proceedings and is on file in the permanent files of the District. A copy of the Governing Board materials and handouts are a part of the record as if set out in full herein, and are filed in the permanent files of the District.

9:00 a.m., Tuesday
May 8, 2012

District Headquarters
9225 CR 49
Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown		X	
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Heath Davis		X	
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X	
At Large	Guy N. Williams		X	

Governing Board General Counsel

Name	Firm	Present	Not Present
George T. Reeves	Davis, Schnitker, Reeves & Browning, P.A.	X	

Staff:

Position	Name	Present	Not Present
Acting Executive Director	Charlie Houder	X	
Governmental Affairs Director	Steve Minnis	X	
Department Director, Mission Support	Melanie Roberts	X	
Department Director, Water Supply & Resource Management	Jon Dinges	X	
Senior Professional Engineer	Megan Wetherington	X	
GB Coordinator – Paralegal	Linda Welch	X	

Guests:

Tim Sagul, SRWMD
 Kevin Wright, SRWMD
 Hugh Thomas, SRWMD
 Vanessa Fultz, SRWMD
 Carlos Herd, SRWMD
 Bob Heeke, SRWMD
 Glenn Horvath, SRWMD
 Cindy Johnson, SRWMD
 Vern Roberts, SRWMD
 John Good, SRWMD
 Dan Buchanan, Florida Farm Bureau, Pinetta
 Jeffrey Hill, El Rancho No Tengo, Lake City
 Craig Varn, Manson Law Group, Tampa
 Warren Zwanka, St. Johns River Water Management District, Palatka
 Merrilee Malwitz-Jipson, Our Santa Fe River, Fort White
 Cathy Street, Our Santa Fe River, Fort White
 Annette Long, Save Our Suwannee, Chiefland
 Mark Long, Save Our Suwannee, Chiefland
 Donald Rich, Georgia Tech Foundation, Quitman, GA
 Jeff Swan, FL Fish and Wildlife Conservation Commission, Live Oak, FL
 Frank Sedmera, Crestview
 Paul Still, Bradford Soil & Water Conservation District, Starke
 Fritzi Olson, Waldo
 Robin Hallbourg, Alachua County Environmental Protection Department, Gainesville
 Barbara Ferguson, Fort White
 Lucinda Merritt, Fort White
 Tom Morris, Gainesville

David Campione, Fort White
Gail Bice, Chiefland
Staci Braswell, Florida Farm Bureau, Gainesville
Greg Harden, Florida Farm Bureau, Gainesville
Steve Gladin, Trenton
Phil Oxendine, Suwannee County Board of County Commissioners, Live Oak
Lee Chauncey, Live Oak
Tom Farkas, Atkins North America, Inc., Tampa
Bob Moresi, Moresi Hydrogeologic Services, Lutz
John Beaver, Beaver Property Investments, Live Oak
Lea and Burkett Nealy, Fort White
Jennifer Springfield, Springfield Law, P.A., Gainesville
James Cornett, Spirit of the Suwannee Music Park, Live Oak
Bob Powell, James Moore & Co., Tallahassee
Robin Young, Spirit of the Suwannee Music Park, Live Oak
Gene Higginbotham, Dixie County Board of County Commissioners
Randy Ware, River Road Realty, Live Oak
Jacqui Sulek, Audubon FL/Chapter Conservation Manager, Lake City
Dennis Price, South East Environmental Geology, White Springs

The meeting was called to order at 9:00 a.m.

Agenda Item No. 4 – Additions, Deletions, or Changes to the Agenda.

Water Supply and Resource Management

Addition:

- Disposition of Request to Add Barbara Wray Suggs, Individually, and Barbara Wray Suggs, in Her Capacity as Trustee of the Barbara Wray Suggs Living Trust Dated the 14th Day of October, 1999, from the Petition Requesting Administrative Hearing Regarding Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County
- Referral of Amended Petition Requesting Administrative Hearing to Division of Administrative Hearings (DOAH) Regarding Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County
- Disposition of the Petition Requesting Administrative Hearing Regarding Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County
- Dismissal of Petition for Administrative Hearing, Scott McNulty, CE10-0045, Levy County
- Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study

- Approval of Settlement Agreement Regarding Water Use Permit Application Number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties, Administrative Hearing Request

Agenda Item No. 5 – Approval of Agenda.

MR. ALEXANDER MADE A MOTION TO ACCEPT THE AGENDA AS READ. THE MOTION WAS SECONDED BY MR. DAVIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 6 – Consent Agenda.

- Agenda Item 11 – Approval of March Financial Report
- Agenda Item 23 – Extension of Temporary Water Use Permit Number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties

Agenda Item No. 7 – Approval of Recommended Consent Items.

MR. DAVIS MADE A MOTION TO ACCEPT THE CONSENT AGENDA. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 8 – Approval of Minutes – April 10, 2012 Governing Board Meeting and Workshop Minutes.

MR. DAVIS MADE A MOTION TO ACCEPT THE APRIL 10, 2012 GOVERNING BOARD MEETING AND WORKSHOP MINUTES. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 9 – Approval and Execution of Resolution 2012-11, Appreciation and Commendation for the Services of David Still.

MR. CURTIS MADE A MOTION TO APPROVE AND EXECUTE RESOLUTION 2012-11, APPRECIATION AND COMMENDATION FOR THE SERVICES OF DAVID STILL. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON

VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 10 – Items of General Interest for Information/Cooperating Agencies and Organizations.

- A. Presentation of Hydrologic Conditions by Megan Wetherington, Senior Professional Engineer
- B. Cooperating Agencies and Organizations. None.
- C. Public Comment.
 - 1. Mark Long addressed the Governing Board regarding the issuance of Water Use Permits (WUPs) and springs protection.
 - 2. Annette Long addressed the Governing Board regarding springs and the issuance of WUPs.
 - 3. Merrilee Malwitz-Jipson addressed the Governing Board regarding springs and the issuance of WUPs.
 - 4. Paul Still addressed the Governing Board regarding groundwater in Bradford County and a project with SJRWMD regarding recharge.
 - 5. Fritzi Olson addressed the Governing Board regarding dry wells, springs, and low levels in Lake Santa Fe, and mandatory water conservation and moratorium on issuance of WUPs.
 - 6. Robin Hallbourg addressed the Governing Board regarding low and declining flows and water conservation.
 - 7. Barbara Ferguson addressed the Governing Board regarding declining flows of the Santa Fe River, issuance of WUPs, sinkhole incidences, saltwater intrusion, and moratorium on issuance of WUPs.
 - 8. Lucinda Merritt addressed the Governing Board regarding moratorium on issuance of WUPs and conservation initiatives.
 - 9. Tom Morris addressed the Governing Board regarding spring flow and issuance of WUPs.
 - 10. David Campione addressed the Governing Board regarding dry wells and what actions the Governing Board may take.
 - 11. Paul Still addressed the Governing Board regarding the requests for administrative hearing and suggested development of a transient model.
 - 12. Annette Long re-addressed the Governing Board regarding conservation and use of water.

Agenda Item No. 11 – Approval of March Financial Report. Approved on consent.

Agenda Item No. 12 – Approval of Fiscal Year 2011 Financial Statements. Vern Roberts, Program Leader, presented the staff recommendation that the Governing Board approve the Fiscal Year 2011 Financial Statements, as shown in the Board materials. Mr. Bob Powell from James Moore & Co., the District’s auditor, addressed the Governing Board and gave a brief summary of the audit report.

MR. MEECE MADE A MOTION TO APPROVE THE FISCAL YEAR 2011 FINANCIAL STATEMENTS, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. DAVIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 13 – Resolution 2012-08, Authorizing Sale of the 50-acre +/- Black Surplus Land Parcel in Madison County to Coggins Acres, LLC. Terry Demott, Program Leader, presented the staff recommendation that the Governing Board approve and execute Resolution 2012-08 authorizing the sale of the Black surplus land parcel in Madison County to Coggins Acres, LLC.

MR. DAVIS MADE A MOTION TO APPROVE AND EXECUTE RESOLUTION 2012-08 AUTHORIZING THE SALE OF THE BLACK SURPLUS LAND PARCEL IN MADISON COUNTY TO COGGINS ACRES, LLC, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. MEECE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 14 – Resolution 2012-09, Authorizing Sale of the 30-acre +/- Wolf Creek Surplus Land Parcel in Jefferson County to Brian S. Ballou. Mr. Demott presented the staff recommendation that the Governing Board approve and execute Resolution 2012-08 authorizing the sale of the Wolf Creek surplus land parcel located in Jefferson County to Brian S. Ballou, as shown in the Board materials.

MR. DAVIS MADE A MOTION TO APPROVE AND EXECUTE RESOLUTION 2012-09 AUTHORIZING THE SALE OF THE WOLF CREEK SURPLUS LAND PARCEL LOCATED IN JEFFERSON COUNTY TO BRIAN S. BALLOU, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. MEECE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 15 – Resolution 2012-10, Authorizing Payment in Lieu of Taxes for Properties Acquired Through 2011. Mr. Demott presented the staff recommendation that the Governing Board approve Resolution 2012-10 authorizing Payment in Lieu of Taxes in the amount of \$346,103.52 to qualifying counties for lands acquired through 2011, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE RESOLUTION 2012-10 AUTHORIZING PAYMENT IN LIEU OF TAXES IN THE AMOUNT OF \$346,103.52 TO QUALIFYING COUNTIES FOR LANDS ACQUIRED THROUGH 2011, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. DAVIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 16 – Activity Report, Mission Support. The Activity Report for the Department of Mission Support was provided as an informational item in the Board materials.

Agenda Item No. 17 – Activity Report, Real Estate. The Activity Report for Real Estate was provided as an informational item in the Board materials.

Agenda Item No. 18 – Contract with Perpetual Contracting, Inc., for FY 2012 Chemical Application Services. Bob Heeke, Program Leader, presented the staff recommendation that the Governing Board authorize the Executive Director to execute a contract with Perpetual Contracting, Inc., for chemical herbicide application for an amount not to exceed \$36,000, as shown in the Board materials.

MR. MEECE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH PERPETUAL CONTRACTING, INC., FOR CHEMICAL HERBICIDE APPLICATION FOR AN AMOUNT NOT TO EXCEED \$36,000, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 19 – Contract with Superior Timber & Land Management, LLC, for FY 2013 Tree Planting Services. Mr. Heeke presented the staff recommendation that that the Governing Board authorize the Executive Director to execute a contract

with Superior Timber & Land Management, LLC, for an amount not to exceed \$20,000 for tree planting services, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH SUPERIOR TIMBER & LAND MANAGEMENT, LLC, FOR AN AMOUNT NOT TO EXCEED \$20,000 FOR TREE PLANTING SERVICES, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 20 – Appointment of North Florida Regional Water Supply Partnership Stakeholder Committee Members. Carlos Herd, Program Leader, presented the staff recommendation that the Governing Board appoint six members to the North Florida Regional Water Supply Partnership Stakeholder Committee as shown in the attachment to the memorandum, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO APPOINT SIX MEMBERS TO THE NORTH FLORIDA REGIONAL WATER SUPPLY PARTNERSHIP STAKEHOLDER COMMITTEE AS SHOWN IN THE ATTACHMENT TO THE MEMORANDUM, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. DAVIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 21 – Agreement with St. Johns River Water Management District for Funding of the North Florida Regional Water Supply Partnership Stakeholder Committee Facilitator. Mr. Herd presented the staff recommendation that the Governing Board authorize the Executive Director to enter into an agreement with St. Johns River Water Management District (SJRWMD) to fund a facilitator for the North Florida Regional Water Supply Partnership Stakeholder Committee for a cost not to exceed \$18,000, as shown in the Board materials.

This agenda item died for a lack of motion.

Agenda Item No. 22 – Authorization to Enter into a Contract with the United States Geological Survey (USGS), Tallahassee District, for Water Sampling and Chemistry Analysis Services. Mr. Herd presented the staff recommendation that the Governing Board authorize the Executive Director to enter into a contract with the USGS in the amount of \$45,128 for water sampling and analysis services at White Sulphur and

Suwannee springs, of which \$27,077 will be provided by the District, as shown in the Board materials.

MR. MEECE MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH THE USGS IN THE AMOUNT OF \$45,128 FOR WATER SAMPLING AND ANALYSIS SERVICES AT WHITE SULPHUR AND SUWANNEE SPRINGS, OF WHICH \$27,077 WILL BE PROVIDED BY THE DISTRICT, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. DAVIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Supplemental Agenda Item Page 22 – Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study. Mr. Herd presented the staff recommendation that the Governing Board authorize the Executive Director to execute a contract with Atkins, Inc., for the Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study for a cost not to exceed \$265,000, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH ATKINS, INC., FOR THE UPPER FLORIDAN AQUIFER REGIONAL RECHARGE CONCEPTS AND FEASIBILITY STUDY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. DAVIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS; MEMBERS VOTING AGAINST: BROWN.)

Agenda Item No. 23 – Extension of Temporary Water Use Permit Number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties. Approved on consent.

Emergency Agenda Item – Approval of Settlement Agreement Regarding Water Use Permit Application Number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties, Administrative Hearing Request. Tim Sagul presented the staff recommendation to approve the settlement agreement regarding water use permit number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy counties, administrative hearing request, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO APPROVE THE SETTLEMENT AGREEMENT REGARDING WATER USE PERMIT NUMBER 2-97-00005M2, WILLIAM DOUBERLY FARM, GILCHRIST AND LEVY COUNTIES, ADMINISTRATIVE HEARING REQUEST, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. DAVIS. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Supplemental Agenda Item Page 1 – Disposition of Request to Add Barbara Wray Suggs, Individually, and Barbara Wray Suggs, in Her Capacity as Trustee of the Barbara Wray Suggs Living Trust Dated the 14th Day of October, 1999, from the Petition Requesting Administrative Hearing Regarding Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County. Mr. Sagul presented the staff recommendation that the Governing Board dismiss the above-referenced amendment to the petition, with prejudice, regarding Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO DISMISS THE ABOVE-REFERENCED AMENDMENT TO THE PETITION, WITH PREJUDICE, REGARDING WATER USE PERMIT NUMBER 2-11-00063, RICHARD DOUGLAS FARM, GILCHRIST COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. ALEXANDER. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Supplemental Agenda Item Page 7 – Referral of Amended Petition Requesting Administrative Hearing to Division of Administrative Hearings (DOAH) Regarding Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County. Mr. Sagul presented the staff recommendation that the Governing Board authorize the referral of the above-referenced petition to DOAH regarding Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO AUTHORIZE THE REFERRAL OF THE ABOVE-REFERENCED PETITION TO DOAH REGARDING WATER USE PERMIT NUMBER 2-11-00063, RICHARD DOUGLAS FARM, GILCHRIST COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED.

(MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Supplemental Agenda Item Page 12 – Disposition of the Petition Requesting Administrative Hearing Regarding Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County. Mr. Sagul presented the staff recommendation that the Governing Board dismiss the above-referenced petition, with prejudice, regarding Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO DISMISS THE ABOVE-REFERENCED PETITION, WITH PREJUDICE, REGARDING TEMPORARY WATER USE PERMIT NUMBER 2-11-00063, RICHARD DOUGLAS FARM, GILCHRIST COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 24 – Extension of Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County. Mr. Sagul presented the staff recommendation that the Governing Board extend Temporary Water Use Permit number 2-11-00063 until June 13, 2012, with seventeen standard conditions and six special limiting conditions to Richard Douglas and Joshua Moore in Gilchrist County, as shown in the Board materials.

MR. CURTIS MADE A MOTION TO EXTEND TEMPORARY WATER USE PERMIT NUMBER 2-11-00063 UNTIL JUNE 13, 2012, WITH SEVENTEEN STANDARD CONDITIONS AND SIX SPECIAL LIMITING CONDITIONS TO RICHARD DOUGLAS AND JOSHUA MOORE IN GILCHRIST COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 25 – Approval of Water Use Permit Number 2-11-00040, Loncala Dairies, Gilchrist County. Mr. Sagul presented the staff recommendation that the Governing Board approve Water Use Permit number 2-11-00040 with seventeen standard conditions and nine special limiting conditions to Alliance Grazing Group in Gilchrist County, as shown in the Board materials.

MR. BROWN MADE A MOTION TO APPROVE WATER USE PERMIT NUMBER 2-11-00040 WITH SEVENTEEN STANDARD CONDITIONS AND NINE SPECIAL LIMITING CONDITIONS TO ALLIANCE GRAZING GROUP IN GILCHRIST COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 26 – Approval of Water Use Permit Number 2-11-00041, Piedmont Farms, Inc., Gilchrist County. Mr. Sagul presented the staff recommendation that the Governing Board approve Water Use Permit number 2-1100041, with seventeen standard conditions and seven special limiting conditions to Piedmont Farms, Inc., in Gilchrist County, as shown in the Board materials.

MR. BROWN MADE A MOTION TO APPROVE WATER USE PERMIT NUMBER 2-1100041, WITH SEVENTEEN STANDARD CONDITIONS AND SEVEN SPECIAL LIMITING CONDITIONS TO PIEDMONT FARMS, INC., IN GILCHRIST COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, QUINCEY, AND WILLIAMS.)

Agenda Item No. 27 – Approval of Water Use Permit Number 2-12-00029, Stagecoach Properties, Suwannee County. Mr. Sagul presented the staff recommendation that the Governing Board approve Water Use Permit number 2-12-00029, with seventeen standard conditions and eight special limiting conditions to Beaver Property Investments, LLC, in Suwannee County, as shown in the Board materials.

MR. BROWN MADE A MOTION TO APPROVE WATER USE PERMIT NUMBER 2-12-00029, WITH SEVENTEEN STANDARD CONDITIONS AND EIGHT SPECIAL LIMITING CONDITIONS TO BEAVER PROPERTY INVESTMENTS, LLC, IN SUWANNEE COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, CURTIS, DAVIS, JOHNS, QUINCEY, AND WILLIAMS. MEMBERS VOTING AGAINST: COLE AND MEECE.)

Supplemental Agenda Item Page 16 – Dismissal of Petition for Administrative Hearing, Scott McNulty, CE10-0045, Levy County. Mr. Sagul presented the staff

recommendation that the Governing Board ratify the Executive Director's execution of Order Dismissing Petition without Prejudice in the matter of Scott McNulty v. Suwannee River Water Management District, as shown in the Board materials.

MR. MEECE MADE A MOTION TO RATIFY THE EXECUTIVE DIRECTOR'S EXECUTION OF ORDER DISMISSING PETITION WITHOUT PREJUDICE IN THE MATTER OF SCOTT MCNULTY V. SUWANNEE RIVER WATER MANAGEMENT DISTRICT, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. DAVIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, CURTIS, DAVIS, JOHNS, MEECE, AND QUINCEY. MEMBERS VOTING AGAINST: WILLIAMS.)

Agenda Item No. 28 - Activity Reports. The Water Supply, Water Resource Monitoring, Minimum Flows and Levels, Regulatory, Suwannee River Partnership, Land Management, and Water Resource Projects Activity Reports and Compliance Report were provided as informational items in the Board materials.

GOVERNING BOARD LEGAL COUNSEL

Agenda Item No. 29 – Governing Board Counsel Monthly Report. The Governing Board Counsel Monthly Report was provided as an informational item in the Board materials.

EXECUTIVE OFFICE

Agenda Item No. 30 - Executive Director's Report.
None.

Agenda Item No. 31 - Executive Office Activity Report. The Executive Office Activity Report was provided as an informational item in the Board materials.

The meeting adjourned at 1:02 p.m.

Chairman

ATTEST:

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
MINUTES OF
GOVERNING BOARD WORKSHOP

Note: A digital recording system has been used to record these proceedings and is on file in the permanent files of the District. A copy of the Governing Board materials and handouts are a part of the record as if set out in full herein, and are filed in the permanent files of the District.

2:13 p.m., Tuesday
May 8, 2012

District Headquarters
9225 CR 49
Live Oak, Florida

Governing Board:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown		X	
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Heath Davis			X
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X	
At Large	Guy N. Williams			X

Governing Board General Counsel

Name	Firm	Present	Not Present
George T. Reeves	Davis, Schnitker, Reeves & Browning, P.A.	X	

Staff:

Position	Name	Present	Not Present
Acting Executive Director	Charlie Houder	X	
Governmental Affairs Director	Steve Minnis	X	
Department Director, Mission Support	Melanie Roberts	X	
Department Director, Water Supply & Resource Management	Jon Dinges	X	
GB Coordinator – Paralegal	Linda Welch	X	

Guests:

Vanessa Fultz, SRWMD
Cindy Johnson, SRWMD
Hugh Thomas, SRWMD
Tim Sagul, SRWMD
John Good, SRWMD
Glenn Horvath, SRWMD
Carlos Herd, SRWMD
Craig Varn, Manson Law Group, Tampa
Staci Braswell, Florida Farm Bureau, Gainesville
Merrilee Malwitz-Jipson, Our Santa Fe River, Fort White
Annette Long, Save Our Suwannee, Chiefland
Jennifer Springfield, Springfield Law, Gainesville
Paul Still, Bradford Soil & Water Conservation District, Starke
Fritzi Olson, Waldo
Robin Hallbourg, Alachua County Environmental Protection Department, Gainesville

Jon Dinges gave a presentation regarding water shortage phase III restrictions.

Jon Dinges gave a presentation regarding Consumptive Use Permitting consistency (CUPCon).

John Good gave a presentation regarding minimum flows and levels.

Carlos Herd gave a presentation regarding the North Florida Regional Water Supply Partnership.

Melanie Roberts gave a presentation regarding the Fiscal Year 2013 Tentative Budget and Staffing.

The workshop adjourned at 4:50 p.m.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
MINUTES OF
GOVERNING BOARD EXECUTIVE DIRECTOR SELECTION MEETING

Note: A digital recording system has been used to record these proceedings and is on file in the permanent files of the District. A copy of the materials and handouts are a part of the record as if set out in full herein, and are filed in the permanent files of the District.

8:30 a.m., Tuesday
May 18, 2012

District Headquarters
9225 CR 49
Live Oak, Florida

Governing Board Selection Committee:

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer	X	Left at 11:00 a.m.
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman	X	
At Large	Heath Davis		X	
At Large	Carl Meece		X arrived at 8:55 a.m.	

Governing Board Members:

At Large	Virginia H. Johns		X	
At Large	Guy N. Williams		X	
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
Santa Fe & Waccasassa Basins	Kevin W. Brown			X

Staff:

Position	Name	Present	Not Present
Human Resources	Lisa Cheshire	X	

Guests:

Craig Varn, Manson Law Group, Tampa
Betty D. Adazzio, Suwannee Progress, Live Oak

Mrs. Virginia Johns filled in for Ray Curtis as an alternate committee member.

Discussion regarding the final ranking of applicants began at 1:24 p.m. and is summarized as follows:

Mr. Quincey discussed the experience and interaction with the candidates. He then presented his ranking - Ann Shortelle, Cliff Lewis, Steve Minnis, Chuck Walter.

Mr. Davis presented his ranking – Ann Shortelle with Steve Minnis 2nd.

Dr. Cole presented his ranking – Ann Shortelle with Cliff Lewis 2nd.

Mr. Meece presented his ranking Ann Shortelle with Cliff Lewis 2nd.

Mrs. Johns presented her ranking Cliff Lewis with Ann Shortelle 2nd.

The Committee's consensus was that Ann Shortelle would be able to pick the ball up and run without skipping a beat in regards to coordination with St. Johns River Water Management. The Board had no concern regarding a negative public perception concerning her relationship with DEP vs. SRWMD. She has strong management skills and experience in both the public and private sector.

Cliff Lewis was a very strong candidate; however, the learning curve in regards to Florida Law is a concern along with the strong political push received by the Board from the agricultural arena.

Steve Minnis is most valuable in the position he is currently in.

Chuck Walter brought a good technical side to the table.

After a short break, all candidates joined the members in the Board room and were informed by Mr. Quincey of the Committee's selection.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
MINUTES OF
INTERMEDIATE GOVERNING BOARD MEETING

Note: A digital recording system has been used to record these proceedings and is on file in the permanent files of the District. A copy of the Governing Board materials and handouts are a part of the record as if set out in full herein, and are filed in the permanent files of the District.

1:00 p.m., Monday
May 29, 2012

District Headquarters
Live Oak, Florida

Governing Board

Seat	Name	Office	Present	Not Present
Aucilla Basin	George M. Cole, Ph.D.		X	
Coastal River Basin	Donald Ray Curtis, III	Secretary/ Treasurer		X
Lower Suwannee River Basin	Don Quincey, Jr.	Chairman		X
Santa Fe & Waccasassa Basins	Kevin W. Brown		X*	
Upper Suwannee River Basin	Alphonas Alexander	Vice Chairman	X	
At Large	Heath Davis		X*	
At Large	Virginia H. Johns		X	
At Large	Carl Meece		X	
At Large	Guy N. Williams		X	

***Present by telephone.**

Governing Board General Counsel

Name	Firm	Present	Not Present
Fred Reeves	Davis, Schnitker, Reeves & Browning, P.A.	X	

Staff:

Position	Name	Present	Not Present
Acting Executive Director	Charlie Houder	X	
Governmental Affairs Director	Steve Minnis	X	
Department Director, Mission Support	Melanie Roberts	X	
Department Director, Water Supply & Resource Management	Jon Dinges	X	
GB Coordinator – Paralegal	Linda Welch	X	

Guests:

Megan Wetherington, SRWMD
Tim Sagul, SRWMD
Kevin Wright, SRWMD
Robin Lamm, SRWMD
Vanessa Fultz, SRWMD
Cindy Johnson, SRWMD
Hugh Thomas, SRWMD
Glenn Horvath, SRWMD
Dave Clanton, City of Lake City
Jennifer Springfield, Springfield Law, P.A., Gainesville
Ann Shortelle, Ph.D., Florida Department of Environmental Protection, Gainesville
Warren Zwanka, St. Johns River Water Management District, Palatka
James Cornett, Spirit of the Suwannee Campground, Live Oak
Annette Long, Save our Suwannee, Chiefland

Roll was called and the meeting was called to order and a quorum was noted at 1:01 p.m. Mr. Davis and Mr. Brown joined the meeting during agenda item 4.

Agenda Item No. 2 – Additions, Deletions, or Changes to the Agenda.

Mr. Reeves recommended and Mr. Alexander added nominations for additional Secretary of the Suwannee River Water Management District Governing Board.

DR. COLE MADE A MOTION TO NOMINATE MR. MEECE AS ADDITIONAL SECRETARY OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT GOVERNING BOARD. THE MOTION WAS SECONDED BY MRS. JOHNS. AFTER HEARING NO MORE NOMINATIONS AND UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR:

ALEXANDER, COLE, JOHNS, AND WILLIAMS. MEMBERS NOT VOTING: MR. MEECE.)

Mr. Alexander added the following agenda item: Acceptance of the Reported Condition of the Title of the Larry Sigers Property.

Agenda Item No. 3 – Approval of Agenda.

MR. MEECE MADE A MOTION TO APPROVE THE AGENDA. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, COLE, JOHNS, MEECE, AND WILLIAMS.)

Agenda Item No. 4 – Declaration of Water Shortage, Phase III, Final Order 12-0005.

Tim Sagul, Program Leader, presented the staff recommendation that the Governing Board hold a public hearing to receive testimony and data on hydrologic conditions and enter Water Shortage Order number 12-0005, declaring a Modified Phase III water shortage ordering water use restrictions within the entire boundary of the District in accordance with Chapter 40B-21, Florida Administrative Code, as shown in the Board materials.

MR. MEECE MADE A RECOMMENDATION TO HOLD A PUBLIC HEARING TO RECEIVE TESTIMONY AND DATA ON HYDROLOGIC CONDITIONS AND ENTER WATER SHORTAGE ORDER NUMBER 12-0005, DECLARING A MODIFIED PHASE III WATER SHORTAGE ORDERING WATER USE RESTRICTIONS WITHIN THE ENTIRE BOUNDARY OF THE DISTRICT IN ACCORDANCE WITH CHAPTER 40B-21, FLORIDA ADMINISTRATIVE CODE, AS SHOWN IN THE BOARD MATERIALS, AND TO DELAY IMPLEMENTATION UNTIL JUNE 13, 2012. THE MOTION WAS SECONDED BY MR. DAVIS.

A PUBLIC HEARING WAS OPENED TO RECEIVE TESTIMONY. ANNETTE LONG ADDRESSED THE GOVERNIG BOARD REGARDING THIS ISSUE. HEARING NO FURTHER COMMENT, THE HEARING WAS CLOSED. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, MEECE, AND WILLIAMS.)

Agenda Item No. 5 – Entry of Final Order 12-0002 Regarding *SRWMD v. William McCans*. Mr. Sagul presented the staff recommendation that the Governing Board

enter Final Order Number 12-0002 regarding Enforcement Stipulated Settlement Agreement number CE08-0037, William McCans, Bradford County, as shown in the Board materials.

MR. MEECE MADE A MOTION TO ENTER FINAL ORDER NUMBER 12-0002 REGARDING ENFORCEMENT STIPULATED SETTLEMENT AGREEMENT NUMBER CE08-0037, WILLIAM MCCANS, BRADFORD COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, MEECE, AND WILLIAMS.)

Agenda Item No. 6 – Entry of Final Order 12-0003 Regarding *SRWMD v. Karamchand Doobay*. Mr. Sagul presented the staff recommendation that the Governing Board enter Final Order Number 12-0003 on Consent Agreement number CE10-0060, for Karamchand Doobay, Florida Gateway Resort, LLC, Hamilton County, as shown in the Board materials.

MRS. JOHNS MADE A MOTION TO ENTER FINAL ORDER NUMBER 12-0003 ON CONSENT AGREEMENT NUMBER CE10-0060, FOR KARAMCHAND DOOBAY, FLORIDA GATEWAY RESORT, LLC, HAMILTON COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. DAVIS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, MEECE, AND WILLIAMS.)

Agenda Item No. 7 – Approval of Settlement Agreement and Final Order 12-0004 Regarding *SRWMD v. Larry Sigers*. Mr. Sagul presented the staff recommendation that the Governing Board approve the Settlement Agreement at Mediation and Final Order Number 12-0004, as shown in the Board materials.

MRS. JOHNS MADE A MOTION TO APPROVE THE SETTLEMENT AGREEMENT AT MEDIATION AND FINAL ORDER NUMBER 12-0004, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, AND MEECE. MEMBERS VOTING AGAINST: WILLIAMS.)

Agenda Item No. 8 – Acceptance of the Reported Condition of the Title of the Larry Sigers Property. Mr. Sagul presented the staff recommendation that the Governing Board accept the title as offered by Larry Sigers with the exceptions noted in the Governing Board materials for Agenda Item No. 7.

MR. MEECE MADE A MOTION TO ACCEPT THE TITLE AS OFFERED BY LARRY SIGERS WITH THE EXCEPTIONS NOTED IN THE GOVERNING BOARD MATERIALS FOR AGENDA ITEM NO. 7. THE MOTION WAS SECONDED BY DR. COLE. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, AND MEECE. MEMBERS VOTING AGAINST: JOHNS AND WILLIAMS.)

Agenda Item No. 9 – Extension of Temporary Water Use Permit Number 2-11-00063, Richard Douglas Farm, Gilchrist County. Mr. Sagul presented the staff recommendation that the Governing Board extend Temporary Water Use Permit number 2-11-00063 until June 13, 2012, with seventeen standard conditions and six special limiting conditions to Richard Douglas and Joshua Moore in Gilchrist County, as shown in the Board materials.

MR. MEECE MADE A MOTION TO EXTEND TEMPORARY WATER USE PERMIT NUMBER 2-11-00063 UNTIL JUNE 13, 2012, WITH SEVENTEEN STANDARD CONDITIONS AND SIX SPECIAL LIMITING CONDITIONS TO RICHARD DOUGLAS AND JOSHUA MOORE IN GILCHRIST COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, MEECE, AND WILLIAMS.)

Agenda Item No. 10 – Approval of Water Use Permit Number 2-97-00005M2, William Douberly Farm, Gilchrist and Levy Counties. Mr. Sagul presented the staff recommendation that the Governing Board approve Water Use Permit number 2-97-00005M2, with seventeen standard conditions and six special limiting conditions, and rescind the temporary water use permit for William Douberly Farm in Gilchrist and Levy counties, as shown in the Board materials.

MRS. JOHNS MADE A MOTION TO APPROVE WATER USE PERMIT NUMBER 2-97-00005M2, WITH SEVENTEEN STANDARD CONDITIONS AND SIX SPECIAL LIMITING CONDITIONS, AND RESCIND THE TEMPORARY WATER USE PERMIT FOR WILLIAM DOUBERLY FARM IN GILCHRIST AND LEVY COUNTIES,

AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, MEECE, AND WILLIAMS.)

Agenda Item No. 11 – Request for Authorization to Publish Notice of Rule Development for Part I of Statewide Water Use Consistency (“CUPcon”) Rulemaking. Mr. Sagul presented the staff recommendation that the Governing Board authorize publication of the Notice of Rule Development in the Florida Administrative Weekly, as shown in the Board materials.

MR. MEECE MADE A MOTION TO AUTHORIZE PUBLICATION OF THE NOTICE OF RULE DEVELOPMENT IN THE FLORIDA ADMINISTRATIVE WEEKLY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, MEECE, AND WILLIAMS.)

Agenda Item No. 12 – Declaratory and Injunctive Relief Regarding El Rancho No Tengo, Inc., CE05-0045, Columbia County. Mr. Sagul presented the staff recommendation that the Governing Board authorize counsel to file and serve a complaint against El Rancho No Tengo, Inc. (ERNT) and Jeffrey L. Hill, Sr. (Hill), which seeks declaratory and injunctive relief, foreclosure, and/or avoidance of transfer of title with respect to property previously acquired by the District from ERNT through a Sheriff’s Sale and Deed, as shown in the Board materials.

MR. MEECE MADE A MOTION TO AUTHORIZE COUNSEL TO FILE AND SERVE A COMPLAINT AGAINST EL RANCHO NO TENGO, INC. (ERNT) AND JEFFREY L. HILL, SR. (HILL), WHICH SEEKS DECLARATORY AND INJUNCTIVE RELIEF, FORECLOSURE, AND/OR AVOIDANCE OF TRANSFER OF TITLE WITH RESPECT TO PROPERTY PREVIOUSLY ACQUIRED BY THE DISTRICT FROM ERNT THROUGH A SHERIFF’S SALE AND DEED, AS SHOWN IN THE BOARD MATERIALS. THE MOTION DIED FOR A LACK OF SECOND.

Agenda Item No. 13 – Referral of Amended Petition Requesting Administrative Hearing to Division of Administrative Hearings (DOAH) Regarding CE10-0045, Scott McNulty, Levy County. Mr. Sagul presented the staff recommendation that the Governing Board authorize referral of the above-referenced amended petition to

DOAH regarding CE10-0045, Scott McNulty, Levy County, as shown in the Board materials.

MRS. JOHNS MADE A MOTION TO AUTHORIZE REFERRAL OF THE ABOVE-REFERENCED AMENDED PETITION TO DOAH REGARDING CE10-0045, SCOTT MCNULTY, LEVY COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, AND MEECE. MEMBERS VOTING AGAINST: WILLIAMS.)

The meeting adjourned at 2:51 p.m.

Chairman

ATTEST:

AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, MEECE, AND WILLIAMS.)

Agenda Item No. 11 – Request for Authorization to Publish Notice of Rule Development for Part I of Statewide Water Use Consistency (“CUPcon”) Rulemaking. Mr. Sagul presented the staff recommendation that the Governing Board authorize publication of the Notice of Rule Development in the Florida Administrative Weekly, as shown in the Board materials.

MR. MEECE MADE A MOTION TO AUTHORIZE PUBLICATION OF THE NOTICE OF RULE DEVELOPMENT IN THE FLORIDA ADMINISTRATIVE WEEKLY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MRS. JOHNS. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, MEECE, AND WILLIAMS.)

Agenda Item No. 12 – Declaratory and Injunctive Relief Regarding El Rancho No Tengo, Inc., CE05-0045, Columbia County. Mr. Sagul presented the staff recommendation that the Governing Board authorize counsel to file and serve a complaint against El Rancho No Tengo, Inc. (ERNT) and Jeffrey L. Hill, Sr. (Hill), which seeks declaratory and injunctive relief, foreclosure, and/or avoidance of transfer of title with respect to property previously acquired by the District from ERNT through a Sheriff’s Sale and Deed, as shown in the Board materials.

MR. MEECE MADE A MOTION TO AUTHORIZE COUNSEL TO FILE AND SERVE A COMPLAINT AGAINST EL RANCHO NO TENGO, INC. (ERNT) AND JEFFREY L. HILL, SR. (HILL), WHICH SEEKS DECLARATORY AND INJUNCTIVE RELIEF, FORECLOSURE, AND/OR AVOIDANCE OF TRANSFER OF TITLE WITH RESPECT TO PROPERTY PREVIOUSLY ACQUIRED BY THE DISTRICT FROM ERNT THROUGH A SHERIFF’S SALE AND DEED, AS SHOWN IN THE BOARD MATERIALS. THE MOTION DIED FOR A LACK OF SECOND.

Agenda Item No. 13 – Referral of Amended Petition Requesting Administrative Hearing to Division of Administrative Hearings (DOAH) Regarding CE10-0045, Scott McNulty, Levy County. Mr. Sagul presented the staff recommendation that the Governing Board authorize referral of the above-referenced amended petition to

DOAH regarding CE10-0045, Scott McNulty, Levy County, as shown in the Board materials.

MRS. JOHNS MADE A MOTION TO AUTHORIZE REFERRAL OF THE ABOVE-REFERENCED AMENDED PETITION TO DOAH REGARDING CE10-0045, SCOTT MCNULTY, LEVY COUNTY, AS SHOWN IN THE BOARD MATERIALS. THE MOTION WAS SECONDED BY MR. BROWN. UPON VOTE OF THE GOVERNING BOARD, THE MOTION CARRIED. (MEMBERS VOTING IN FAVOR: ALEXANDER, BROWN, COLE, DAVIS, JOHNS, AND MEECE. MEMBERS VOTING AGAINST: WILLIAMS.)

The meeting adjourned at 2:51 p.m.

Chairman

ATTEST:

Suwannee River Water Management District

Governing Board Materials

Mission Support

The following materials have been reviewed and approved for distribution to the Governing Board and the public.

Director of Mission Support

Assistant Executive Director

Executive Director

MEMORANDUM

TO: Governing Board
FROM: Melanie Roberts, Director of Mission Support
DATE: May 22, 2012
RE: Approval of April 2012 Financial Report

RECOMMENDATION

Staff recommends that the Governing Board approve the April 2012 Financial Report and confirm the expenditures of the District.

BACKGROUND

Chapter 373.553(1), F.S., authorizes the delegation of authority by the Governing Board to the Executive Director to disburse District funds, providing certification is made to the Board at the next regular meeting that such disbursement is proper, in order, and within budgetary limits. In compliance with the statutory provisions in Chapter 373, the Governing Board of the Suwannee River Water Management District has directed staff to prepare a Financial Report in the manner presented.

Non-Operating Budget	
Acquisition	\$7,207,820
Future Contractual	\$7,304,408
R. O. Ranch Reserves	\$3,810,000
Land Management Reserves	\$5,000,000
Operating Reserves	\$2,760,000
Total	\$26,082,228
Operating Budget	\$21,307,361
Total FY 2012 Budget	\$47,389,589
Total FY 2012 Expenditures	\$6,188,811
Percent of Operating Budget	29%

If you have any questions about this recommendation or if you would like any further information regarding the District's financial transactions, please contact me.

MONTHLY STATUS OF FY 2011/2012 BUDGET EXPENDITURES BY DEPARTMENT
THROUGH 04/30/12

Water Supply & Resource Management

Description	Budgeted	Expenditures to		Balance
		Date	% Expenditures Used	
516 Salaries & Benefits	\$3,183,888	\$1,602,884	50%	\$1,581,004
540 Other Personal Services	148,000	43,983	30%	104,017
580 Legal Services	153,200	70,767	46%	82,433
585 Audit Services	0	1,000	n/a	-1,000
586 Contractual Services	17,750,747	1,818,734	10%	15,932,013
590 Pmt. in Lieu of Taxes	365,000	0	0%	365,000
605 Printing & Binding	13,400	933	7%	12,467
606 Publication of Notices	16,600	1,257	8%	15,343
621 Meetings	4,700	200	4%	4,500
622 Registrations & Training	35,850	5,579	16%	30,271
626 Travel Expenses	32,500	2,333	7%	30,167
627 Utilities	10,000	1,439	14%	8,561
628 Communications	0	733	n/a	-733
631 Equipment Maintenance	9,400	861	9%	8,539
690 Other Contractual Services	8,400	84	1%	8,316
701 Field Supplies	714,900	321,496	45%	393,404
703 Computer Supplies	5,350	1,954	37%	3,396
705 Maps & Aerials	1,500	0	0%	1,500
706 Books & Documents	3,200	47	1%	3,153
715 Photographic Supplies	1,850	0	0%	1,850
740 Office Support Equipment	5,100	184	4%	4,916
790 Other Commodities	2,400	0	0%	2,400
801 Computer Software	8,700	2,094	24%	6,606
802 Equipment Rental	5,750	2,428	42%	3,322
809 Fees & Permits	16,000	413	3%	15,587
850 Overhead Allocation	n/a	866,270	n/a	-733,375
903 Office Equipment	3,000	0	0%	3,000
905 Mobile Equipment	24,000	0	0%	24,000
906 Computer Equipment	8,000	0	0%	8,000
907 Lab & Field Equipment	31,000	0	0%	31,000
930 Interagency Expenditures	1,444,300	307,745	21%	1,136,555
960 Reserves	8,810,000	0	0%	8,810,000
TOTAL	\$32,816,735	\$5,053,418	15%	\$27,763,317

MONTHLY STATUS OF FY 2011/2012 BUDGET EXPENDITURES BY DEPARTMENT
THROUGH 04/30/12

Executive Office

Description	Budgeted	Expenditures to		Balance
		Date	% Expenditures Used	
516 Salaries & Benefits	\$489,133	\$305,112	62%	\$184,021
580 Legal Services	55,000	28,032	51%	26,968
586 Contractual Services	28,000	13,476	48%	14,524
605 Printing & Binding	1,000	0	0%	1,000
621 Meetings	500	0	0%	500
622 Registrations & Training	6,525	2,395	37%	4,130
626 Travel Expenses	27,750	13,512	49%	14,238
650 Promotions	13,500	4,481	33%	9,019
706 Books & Documents	2,000	793	40%	1,207
715 Photographic Supplies	350	120	34%	230
850 Overhead Allocation	0	92,321	n/a	-92,321
930 Interagency Expenditures	5,000	2,250	45%	2,750
960 Reserves	2,760,000	0	0%	2,760,000
TOTAL	\$3,388,758	\$462,492	14%	\$2,926,266

MONTHLY STATUS OF FY 2011/2012 BUDGET EXPENDITURES BY DEPARTMENT
THROUGH 04/30/12

Mission Support

Description	Budgeted	Expenditures to Date	% Expenditures Used	Balance
516 Salaries & Benefits	\$1,863,076	\$907,431	49%	\$955,645
564 Property Appraiser	210,000	113,703	54%	96,297
579 Tax Collector	125,000	68,139	55%	56,861
580 Legal Services	46,800	21,281	45%	25,519
585 Audit Services	35,000	28,604	82%	6,396
586 Contractual Services	605,500	114,232	19%	491,268
605 Printing & Binding	25,500	95	0%	25,405
606 Publication of Notices	15,000	1,020	7%	13,980
607 Postage	25,000	7,165	29%	17,835
621 Meetings	1,000	0	0%	1,000
622 Registrations & Training	38,000	9,877	26%	28,123
626 Travel Expenses	24,000	5,218	22%	18,782
627 Utilities	70,000	24,720	35%	45,280
628 Communications	150,000	69,907	47%	80,093
629 Facilities Maintenance	75,000	20,087	27%	54,913
630 Vehicle Maintenance	75,000	30,893	41%	44,107
631 Equipment Maintenance	27,000	3,788	14%	23,212
690 Other Contractual Services	2,500	22	1%	2,478
701 Field Supplies	10,000	944	9%	9,056
702 Office Supplies	41,000	16,269	40%	24,731
703 Computer Supplies	26,000	15,862	61%	10,138
704 Fuel & Lubricants	70,000	37,583	54%	32,417
705 Maps & Aerials	2,000	0	0%	2,000
706 Books & Documents	7,600	811	11%	6,789
740 Office Support Equipment	6,000	2,007	33%	3,993
790 Other Commodities	3,000	459	15%	2,541
801 Computer Software	86,800	12,960	15%	73,840
802 Equipment Rental	50,000	27,176	54%	22,824
804 Workers Comp. Insurance	25,000	11,116	44%	13,884
805 Property & Casualty Insurance	60,000	49,719	83%	10,281
809 Fees & Permits	500	202	40%	298
850 Overhead Allocation	0	482,505	n/a	-482,505
850 Overhead Allocation Credits	0	-1,441,096	n/a	-1,441,096
903 Office Equipment	17,000	0	0%	17,000
906 Computer Equipment	110,000	28,227	26%	81,773
907 Lab & Field Equipment	25,000	1,975	8%	23,025
920 Land Acquisition	7,207,820	0	0%	7,207,820
930 Interagency Expenditures	23,000	0	0%	23,000
TOTAL	\$11,184,096	\$672,901	6%	\$10,511,195
DISTRICT TOTAL	\$47,389,589	\$6,188,811	13%	\$41,200,778

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator

DATE: May 17, 2012

RE: Land Use Agreement with Suwannee County School Board

RECOMMENDATION

Staff recommends approving and executing a Land Use Agreement with the Suwannee County School Board for school related activities on the Branford Bend Tract.

BACKGROUND

For several months, the Suwannee County School Board staff, Branford High School staff, Florida Forest Service Forester and District staff have been discussing the possibility of using 175 acres of the District's Branford Bend Tract for Future Farmers of America (FFA) and other school related activities. The Branford Bend Tract is adjacent to the Town of Branford, is close to the school, and has a history of agriculture and forestry uses.

The 175-acre parcel includes areas intended for reforestation by the District. Some of the property will be planted in trees and managed for forest products by the FFA Chapter. The Chapter also plans to manage part of the property for hay production as part of their agricultural management curriculum. Other uses on the property are also planned to integrate language arts, science, culinary and natural resource management studies with agriculture and forestry.

Upon Governing Board approval of the enclosed Agreement, the Suwannee County School Board will have use of the 175 acres as shown. The public will not be excluded from activities currently allowed on the tract.

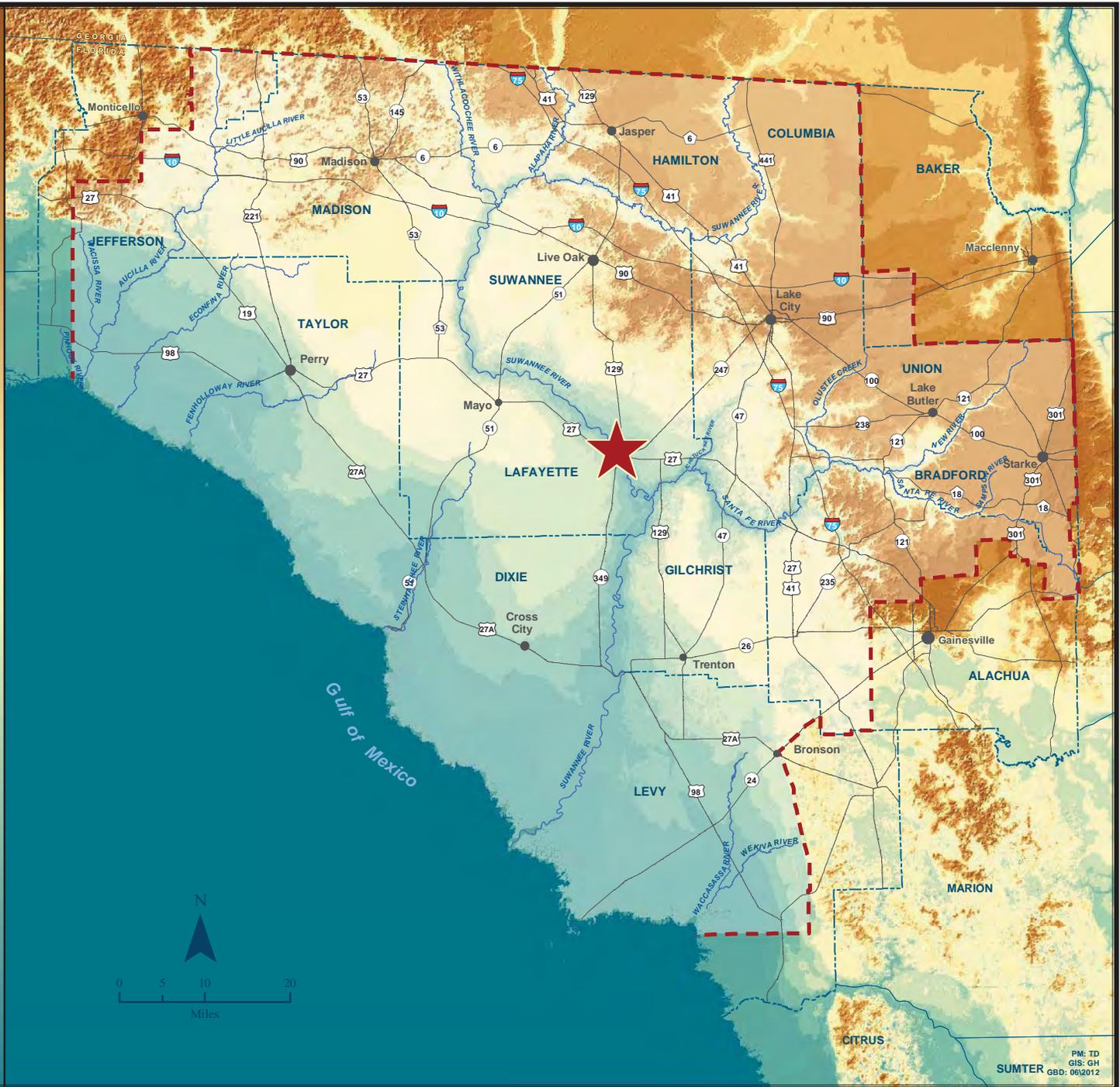
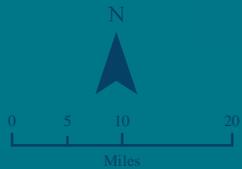
gal

Exhibit A
SRWMD Land Use Agreement
With School Board of
Suwannee County on the
Branford Bend Tract
Suwannee County,
Florida

 SRWMD Boundary
 Project Location



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066.



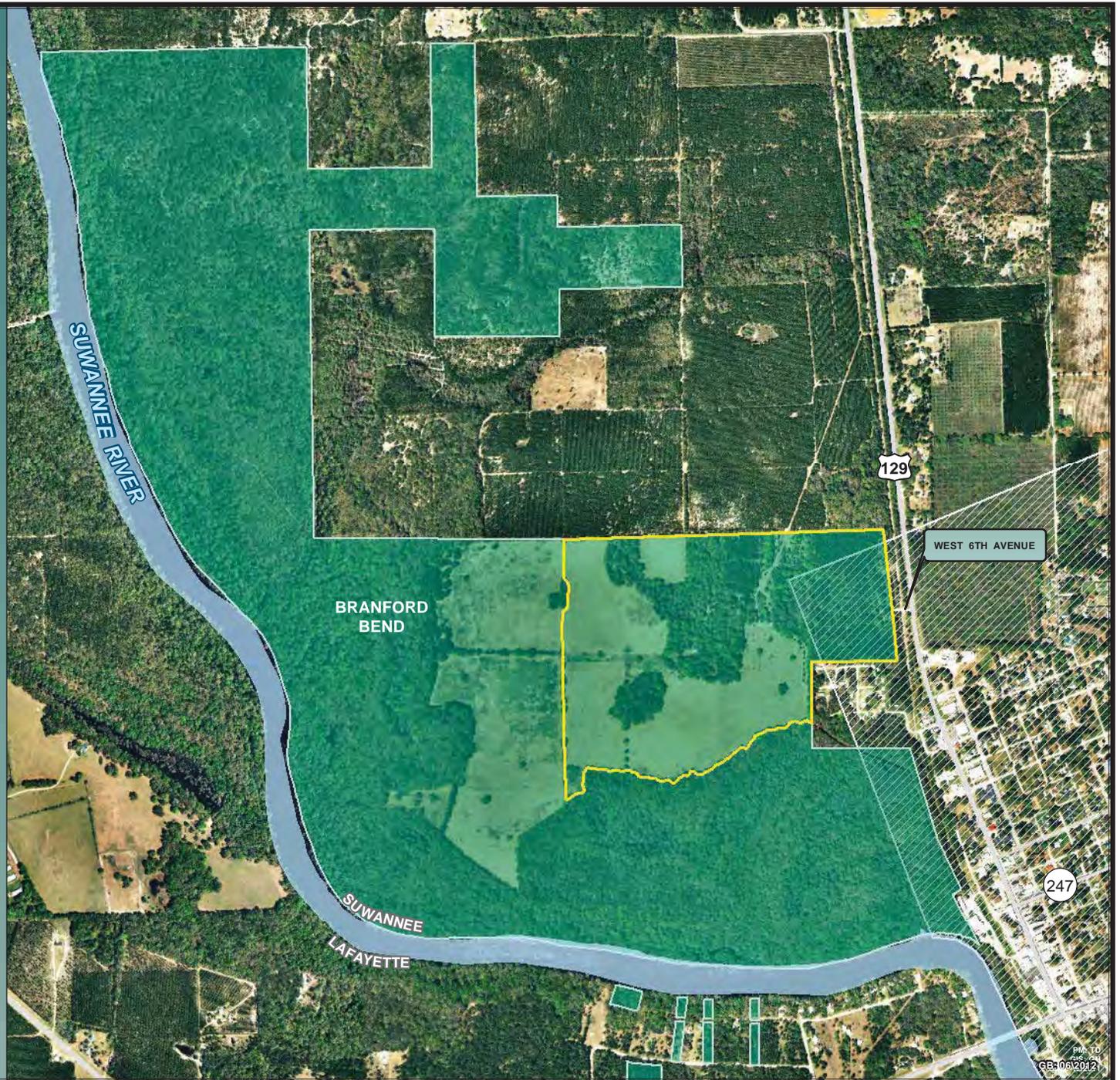
PM: TD
 GIS: GH
 GBD: 06/2012

**SRWMD
Land Use Agreement
With School Board of
Suwannee County on the
Branford Bend Tract
Suwannee County
Florida**

-  Agreement Area
= 175 Acres
-  SRWMD
Fee Lands
-  Branford City
Limits



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. 2010 NC 1 FT Imagery - Suwannee County.



PM: TD
GB: 06/2012

LAND USE AGREEMENT

THIS LAND USE AGREEMENT is made and entered into effective the ____ day of _____, 2012, by and between SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a special taxing district organized under Chapter 373 of the Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060 (hereinafter referred to as "District"), and the SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, an agency of the State of Florida, whose address is 702 2nd Street NW, Live Oak, Florida 32064 (hereafter referred to as "Board"), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, District and Board agree as follows:

1. **PREMISES.** That District hereby grants unto Board access to and use of certain lands in Suwannee County, Florida, as shown on Exhibit A. Hereinafter referred to as the "Premises". The Board shall use the Premises only for the uses and purposes as described herein.

2. **TERM.** The term of this agreement shall be as follows:

- a. The initial term of this agreement shall be from noon on July 1, 2012, and ending at noon on June 30, 2027.
- b. The Board, at its option, provided it is not in default of any of the terms and conditions herein, shall be entitled to renew and extend the term of this land use agreement for three (3) additional periods of five (5) years each, and each renewed term shall be subject to the same covenants, agreements, and conditions of this land use agreement, provided, however, Board shall pay unto District the sum of One and No/100 Dollars (\$1.00) for each renewed term upon demand by District.
- c. Either party may terminate this agreement, for any or no reason, by giving 90 days written notice thereof to the other party.

3. **USE OF PREMISES BY THE BOARD.** The Board shall use the Premises during the term of this agreement as follows:

- a. Board may use the Premises for outdoor education and training associated with forestry, agriculture and natural science.
 - i. Forestry uses may include but are not limited to site preparation, tree planting, timber stand improvement, pine straw harvesting, timber thinning and harvesting of planted pines.
 - ii. Agriculture uses may include but are not limited to hay field renovation and replanting as well as harvesting of hay products. The existing pecan orchard may also be managed and pecans harvested. The Board shall not use the Premises for livestock production.

- iii. Natural science uses may include but are not limited to the study of plants, animals, soil and water on the Premises.
 - b. Income generated from the Board's forestry and agricultural uses of the Premises, if any, will be retained by the Board.
 - c. Board may use the pole barn structure for shelter of equipment and instructional purposes so long as it does not interfere with District use of such pole barn for storage and shelter.
 - d. The parties shall not use the property inconsistent with the Management Objectives stated in the Florida Department of Agriculture and Consumer Services Florida Service 5 Year Forest Management Plan, which are: "The primary objectives for the Branford Bend property include developing environmental educational opportunities for Branford Students with FFA, 4-H, and Natural Sciences; as well as managing the natural resources on the farm for income to provide for these educational programs. Secondary objectives include improving soil and water conservation practices within the river/swamp, developing aesthetic qualities of the tract, and promot[ing] active management for wildlife species on the tract."
4. **OBLIGATIONS OF BOARD.** During the term of this agreement it shall be the obligation of the Board to:
- a. Keep the Premises clean and free of debris, trash and other accumulations associated with Board's use of the Premises.
 - b. Assist the District by maintaining existing administrative roads on the Premises on an as-needed basis.
 - c. District and Board shall mutually agree and meet on an annual basis to review land use activities conducted by both parties at or near the Premises. Activities planned at or near the Premises shall also be reviewed.
 - d. District and Board shall mutually agree upon any additional obligations of Board or District not specifically stated herein, and the same shall be reduced to writing and signed by the parties, at which time it will become a part of this agreement.
5. **USE OF OTHER DISTRICT LANDS.** This agreement shall not be construed to grant to the Board any special rights in any of the District's real property, other than the Premises. Of course, the Board and its employees, students and agents may use the District's other real property to the same extent as the public generally, in accordance with the applicable rules of the District.
6. **FINANCIAL MATTERS.** This agreement shall not be interpreted to require the District to provide any funding to the Board or for the Premises. The Board's costs and expenses in complying with its duties under this agreement shall be born and paid solely by the Board.

7. **BOARD'S USE OF THE PREMISES TO BE NON-EXCLUSIVE.** The rights granted to Board to use the Premises shall be non-exclusive. Board agrees to and understands that the District and the public will continue to have access to the Premises for those currently allowable activities including wildlife viewing, fishing, bicycling, hiking and horseback riding on administrative roads. The District, unless negligent or otherwise at fault, shall have no responsibility for damages to Premises or the Board's improvements or equipment done by third parties. Notwithstanding the above, only the Board may engage in the uses associated with forestry, agriculture, and natural science.

8. **LAWFUL USE OF THE PREMISES.** Board shall comply with all laws, rules, and regulations of all governmental authorities respecting the use and operation of the Premises and shall not permit any unlawful, improper, or offensive use of the Premises during the terms of this agreement.

9. **CONDITION OF PREMISES.** The Premises consist of unimproved real property at the beginning of the term of this agreement. The District has not made any representation as to the condition and possible uses of the Premises. Board accepts the Premises in its present condition.

10. **CONSTRUCTION OF IMPROVEMENTS.** Any and all improvements on the Premises will be constructed in accordance with lawful rules and regulations applicable thereto and only with the prior approval of District. District shall not be obligated for construction, repairs or maintenance of any improvements thereto.

11. **BOARD'S IMPROVEMENTS, FIXTURES, AND EQUIPMENT.** The improvements and personal property placed upon the Premises by Board shall remain the property of Board, notwithstanding the means, mode, or method of attachment to the Premises, and, upon the expiration of this land use agreement, Board shall have a period of ninety (90) days to remove from the Premises all such improvements, fixtures, equipment and personal property installed or placed thereon by Board. Any improvements, fixtures, equipment and personal property remaining on the Premises after such ninety (90) day period shall, at option of District, become the property of District.

12. **BOARD SHALL NOT ASSIGN NOR SUBLET.** Board shall not assign this land use agreement or sublet any portion of the Premises without prior written consent of District.

13. **INDEMNIFICATION OF DISTRICT.** District shall not be liable or responsible for damage or injury to any person or property by reason of any act or failure to act by Board or any of Board's employees, students, invitees, or agents. Board agrees to indemnify and save harmless District against any and all claims of loss, damages, liability, or other expenses of any nature, character, and kind that may arise out of, be connected with, or as a result of Board's use of the Premises, and indemnify District from any and all liability of any nature, character, and kind, and to immediately settle and pay any and all demands, claims, or liens of Board's employees, students, invitees and agents. Board shall likewise reimburse District for reasonable expenses and attorney's fees which District may incur as the result of its retaining the services of any attorney in

the defense of any claims of a third party arising out of any act of Board, its employees, students, invitees or agents. This indemnification does not alter the District's waiver of sovereign immunity or extend the District's liability beyond the limits established in Section 768.28, Florida Statutes.

14. **SOVEREIGN IMMUNITY UNAFFECTED BY THIS AGREEMENT.**

Nothing herein shall be construed to waive or affect either party's protections under the doctrine of sovereign immunity and/or Section 768.28, Florida Statutes.

15. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

16. **VENUE AND JURISDICTION OF LITIGATION.** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this agreement shall be the Circuit Court or the County Court in and for Suwannee County, Florida.

17. **WAIVER OF JURY TRIAL.** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement. The parties agree to have any such actions decided by a judge alone, without a jury.

18. **NO THIRD PARTY BENEFICIARIES.** The provisions of this agreement are for the sole and exclusive benefit of the District and the Board. No provision of this agreement will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this agreement.

19. **AGREEMENT NOT TO BE RECORDED.** Neither this agreement nor any notice of this agreement shall be recorded in the public records of any County.

20. **AGREEMENT SHALL NOT CONVEY PROPERTY RIGHTS NOR CREATE LIENS NOR SECURITY INTERESTS.** Notwithstanding anything else herein to the contrary, this agreement shall not be deemed to convey any property right in the Premises nor create any lien on nor security interest in the Premises.

21. **NO EFFECT ON PERMITS OR REGULATIONS.** The parties' rights and duties under this agreement are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the District or any other regulatory authority. Further, no permit or other request for regulatory action will be granted, modified or denied in whole or in part because of the fact that the Board is a party to this agreement.

22. **NOTICE OF BOARD'S DISCONTINUANCE OF USE OF PROPERTY.** Board shall forthwith provide written notice to District, in the event it ceases to utilize the property as described herein, or in the event it is not able to provide the services described herein to District.

23. **RECORDS.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's

fees for non-compliance with that law.

24. **ENTIRE AGREEMENT.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

25. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this agreement and executed by each party hereto.

26. **PREPARATION OF AGREEMENT.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

27. **WAIVER.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this agreement shall not be deemed a waiver of such provision or modification of this agreement. A waiver of any breach of a provision of this agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this agreement.

28. **NON-DISCRIMINATION.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, or disability.

29. **COMPLIANCE WITH LAWS.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this agreement.

30. **BINDING EFFECT.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

31. **FORCE MAJEURE.** Neither party shall be obligated to perform any duty, requirement or obligation under this agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (a "Force Majeure"). In no event shall a lack of funds on the part of either party be deemed a Force Majeure.

32. **SEVERABILITY.** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, enforceability or unlawful or void nature of that provision shall not affect any other provision and this agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

33. **CAPTIONS.** The captions, section numbers, article numbers, title and headings appearing in this agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this agreement, nor in any way effect this agreement and shall not be construed to create a conflict with the provisions of this agreement.

34. **AUTHORITY.** Each person signing this agreement on behalf of either part individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this agreement.

35. **NOTICES.** All notices from Board to District shall be directed to District at 9225 CR 49, Live Oak, Florida 32060; all notices from District to Board shall be directed to Board at 702 2nd Street NW, Live Oak, Florida 32064. All notices shall be given in writing and by registered or certified mail, return receipt requested.

(The remainder of this page was intentionally left blank.)

IN WITNESS WHEREOF the District has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

GOVERNING BOARD OF THE SUWANNEE
RIVER WATER MANAGEMENT DISTRICT

By: _____

Don Quincey, Jr.
Chair

(OFFICIAL SEAL)

ATTEST: _____

Ray Curtis
Secretary Treasurer

IN WITNESS WHEREOF the Board has caused these presents to be executed in its name by the School Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

THE SCHOOL BOARD OF SUWANNEE
COUNTY, FLORIDA

By: _____

Chair

(OFFICIAL SEAL)

ATTEST: _____

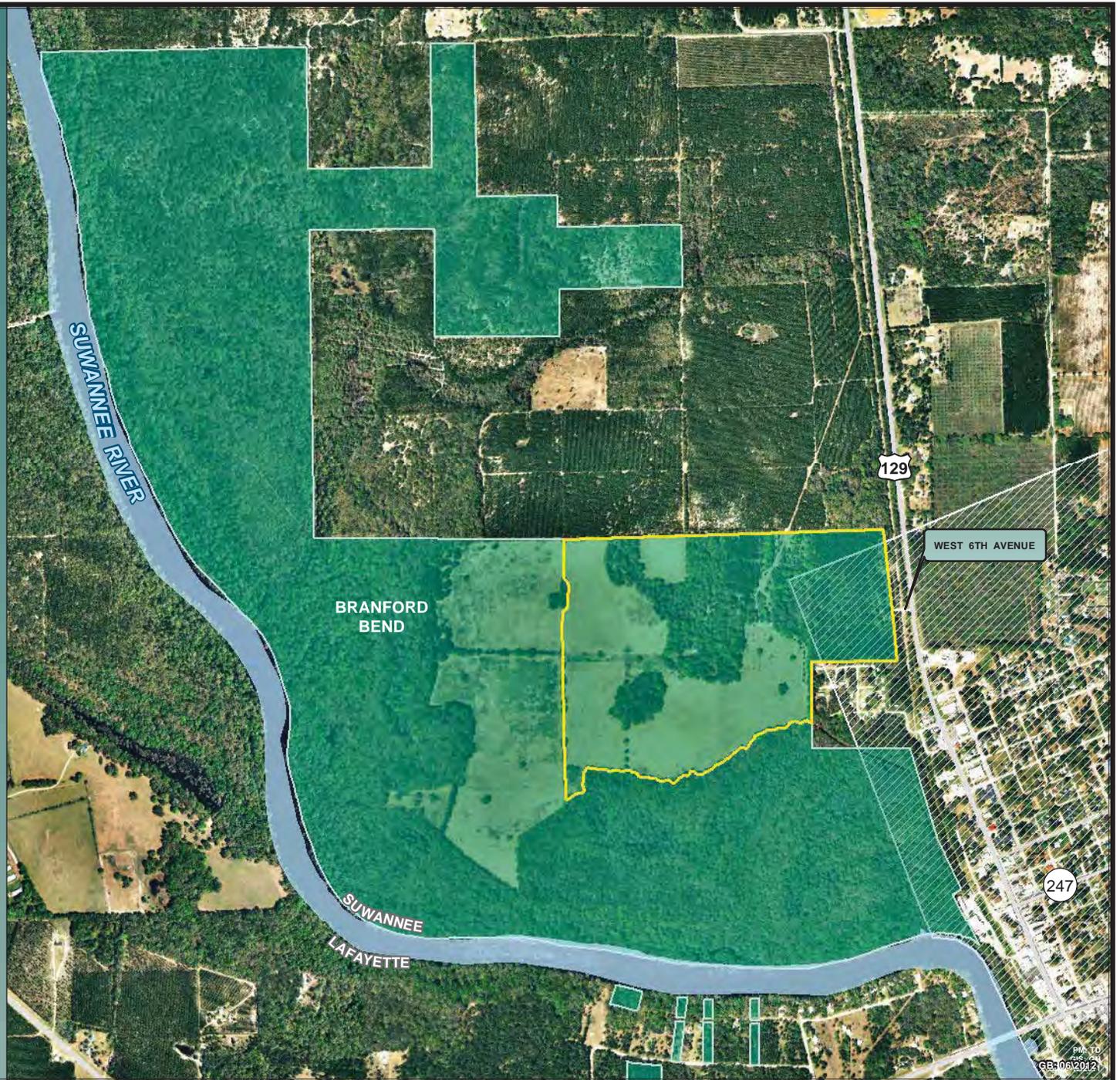
Superintendent of Schools

Exhibit A
SRWMD Land Use Agreement
With School Board of
Suwannee County on the
Branford Bend Tract
Suwannee County
Florida

-  Agreement Area
= 175 Acres
-  SRWMD
Fee Lands
-  Branford City
Limits



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. 2010 NC 1 FT Imagery - Suwannee County.



PM: TD
 GB: 06/2012

MEMORANDUM

TO: Governing Board
FROM: Terry E. Demott, Senior Land Resource Coordinator
DATE: May 17, 2012
RE: Approval to Negotiate with Hamilton County on the Use of the 500-acre Jennings Bluff Tract

RECOMMENDATION

Staff recommends authorization to begin negotiations with Hamilton County officials for use of the entire 500-acre Jennings Bluff Tract.

BACKGROUND

Interest has been expressed by Hamilton County officials concerning the potential for increased public use of the entire Jennings Bluff tract located adjacent to the Alapaha River in Hamilton County. This 500-acre tract of land contains parts of the Alapaha River that periodically go dry, numerous sink holes and the Dead River that drains underground. Included in this 500-acre tract is approximately 70 acres that has been declared surplus by the Governing Board.

The Hamilton County Coordinator and Tourist Development Committee members have met with the District's Surplus Land Committee; they also met on site with staff on two occasions. It is apparent that the County is very interested in developing eco-tourism in the area, enhancing and improving public use of the Jennings Bluff tract and willing to commit resources to secure planning and funding for the project.

With Governing Board approval, staff will begin negotiations with Hamilton County officials on a plan of use for the 500-acre tract. In addition, staff will allow the real estate listing with Daniel Crapps Agency on the 70-acre surplus parcel to expire without renewal until further decisions on use are made.

gal
enclosure

RONNY MORGAN
District 1 - Jennings

JOSH SMITH
District 2 - Jasper

LEWIS VAUGHN
District 3 - Jasper

RANDY OGBURN
District 4 - White Springs

BUSTER OXENDINE
District 5 - Jasper

May 1, 2012



GREG GODWIN
Clerk of Courts

JOHN H. McCORMICK
County Attorney

207 Northeast First Street
Room 106
Jasper, Florida 32052
(386) 792-1288
FAX (386) 792-3524

Mr. Charlie Houder,
Assistant Executive Director
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060

RECEIVED
SRWMD

MAY 3 2012

ORIGINAL TO FILE _____
COPIES TO _____

Dear Mr. Houder,

By way of this letter would you please advise the Suwannee River Water Management District Board of Directors of the following intent?

If the County acquires the Jennings Bluff property, we will immediately make plans to work with the Florida Parks and Recreation and Suwannee River Water Management District for a recreation and economic project i.e. biking trails, hiking-walking trails, camping outdoors and educational classes.

We plan to visit the Jennings Bluff property on May 10, 2012, along with the District Director of the Florida Parks & Recreation and would like Ms. Melanie Roberts, Director of Mission Support to accompany us.

With Hamilton County acquiring this property there is a great potential for economic growth and we appreciate any consideration in this matter.

Sincerely,


Danny Johnson,
County Coordinator

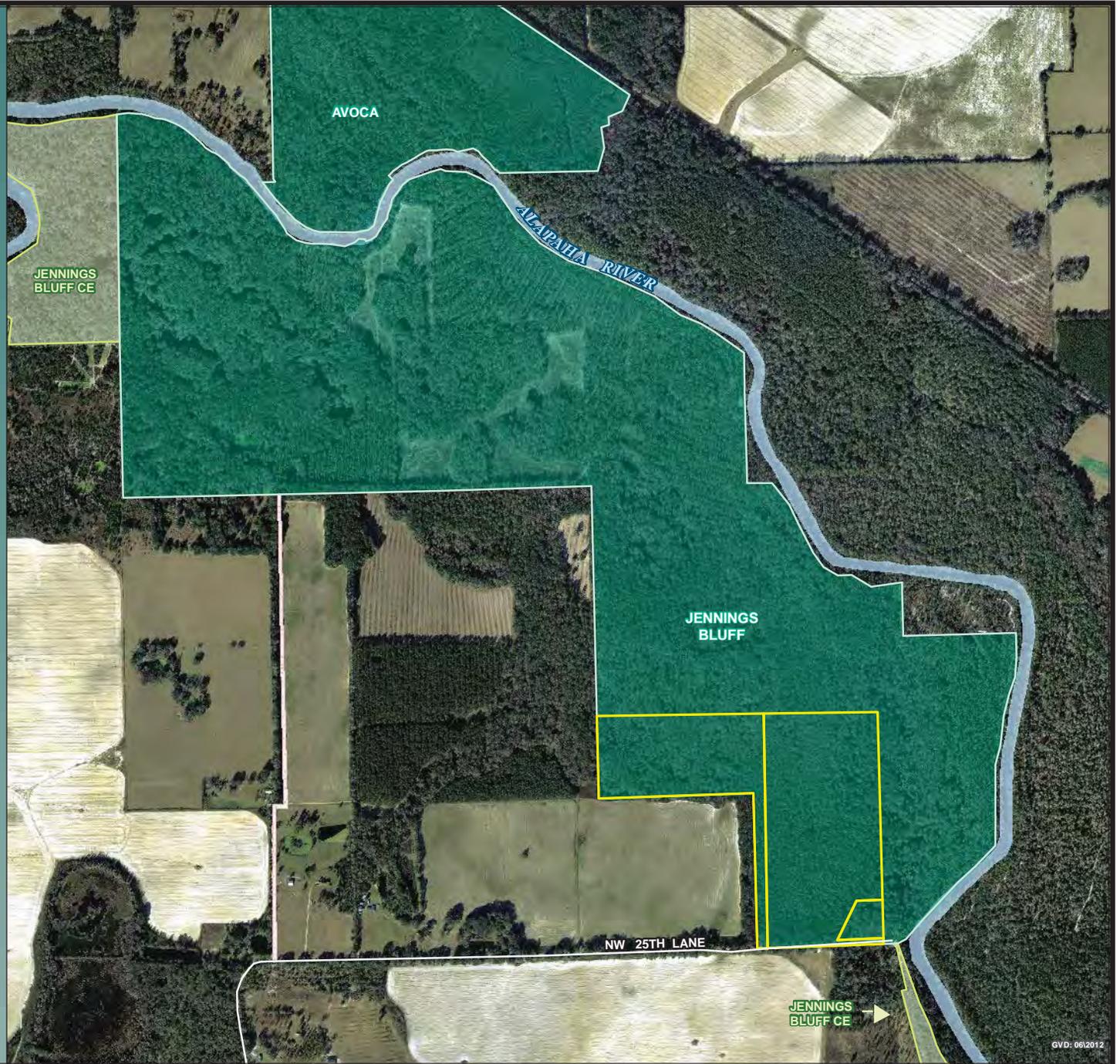
cc

Surplus Land Jennings Bluff Tract Hamilton County Florida

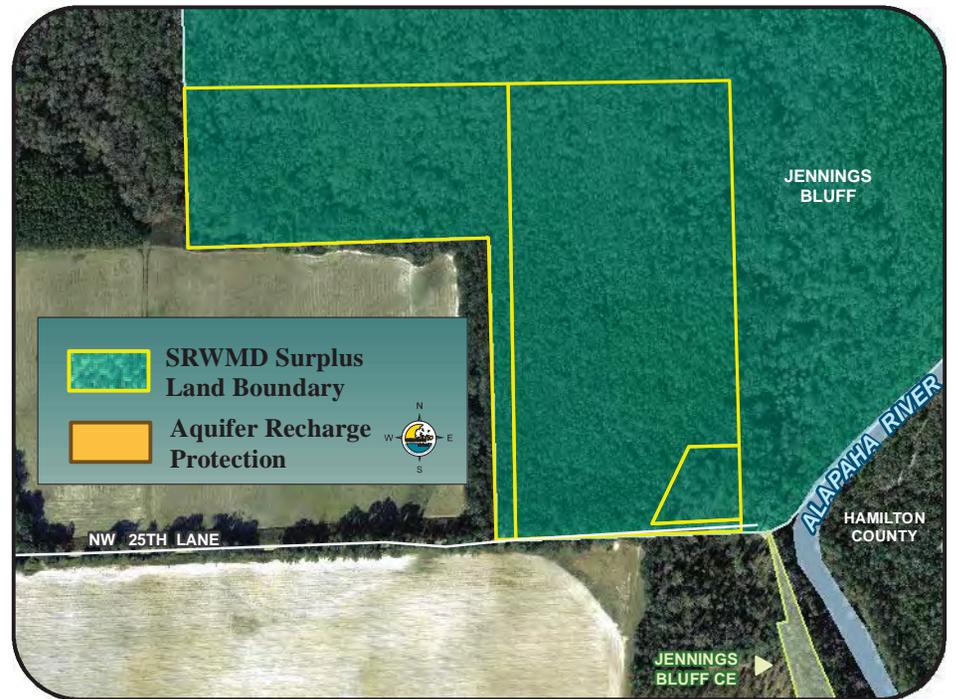
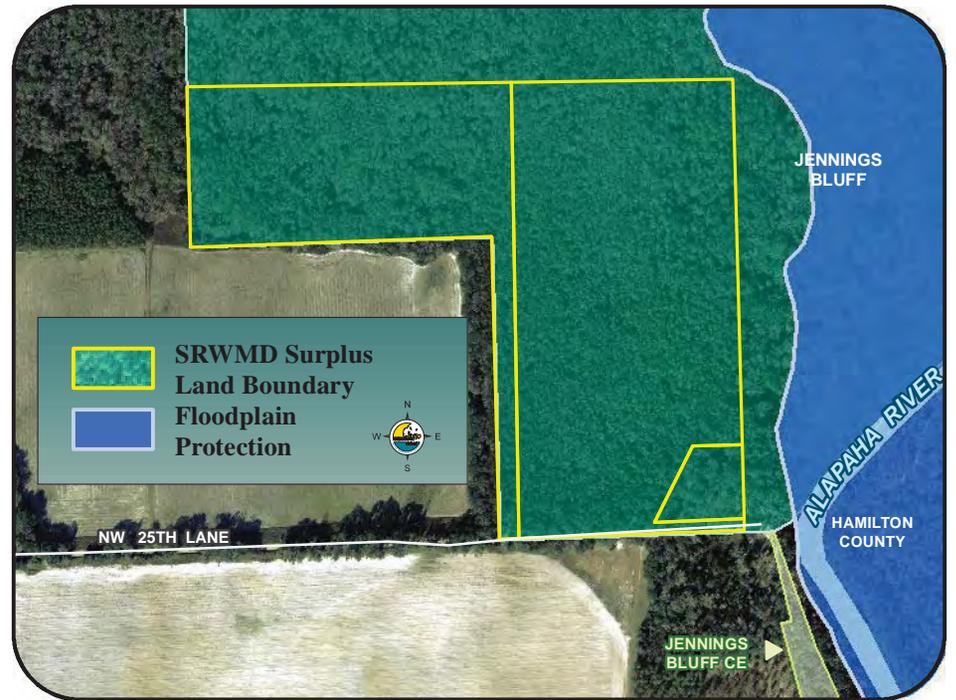
-  SRWMD Surplus Land Boundary = 70 Acres
-  SRWMD Fee Lands
-  SRWMD CE Lands
-  SRWMD Access ESMT Public



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. Hamilton 2010 NC 1 FT Imagery.



GVD: 08/2012



MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator

DATE: May 17, 2012

RE: Resolution 2012-12 Authorizing the Exchange of Properties with Cho Property Management LLC in Suwannee County

RECOMMENDATION

Subject to public comment that may be received, staff recommends approval and execution of Resolution 2012-12 authorizing the exchange of properties in Suwannee County with Cho Property Management LLC.

BACKGROUND

Section 373.084(4), Florida Statutes, allows the exchange of District lands for other lands within the state owned by any person. In accordance with this Section, the Governing Board is being asked to exchange a 3.32-acre parcel on which the District has a deed but is not in possession of for a 1.76-acre parcel on which the District is in possession but does not have a deed.

District Counsel has researched the titles of properties received by the District, Fuller and Judith Tresca, and Cho Property Management LLC. The enclosed memorandum from Clay Schnitker dated April 25, 2012 gives a detailed account of his research and refers to parcels as labeled on the attached map.

With Governing Board approval, a Quit Claim Deed will be presented to Cho Property Management LLC for conveyance of the 1.76-acre parcel to the District, and a Deed of Conveyance to a Private Entity for the 3.32-acre parcel will be signed by the District Chair with attestation by the Secretary Treasurer.

gal
Attachment
Cho Exchange

Exchange of Properties With Cho Property Management LLC Suwannee County, Florida

 SRWMD Boundary
 Project Location



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066.



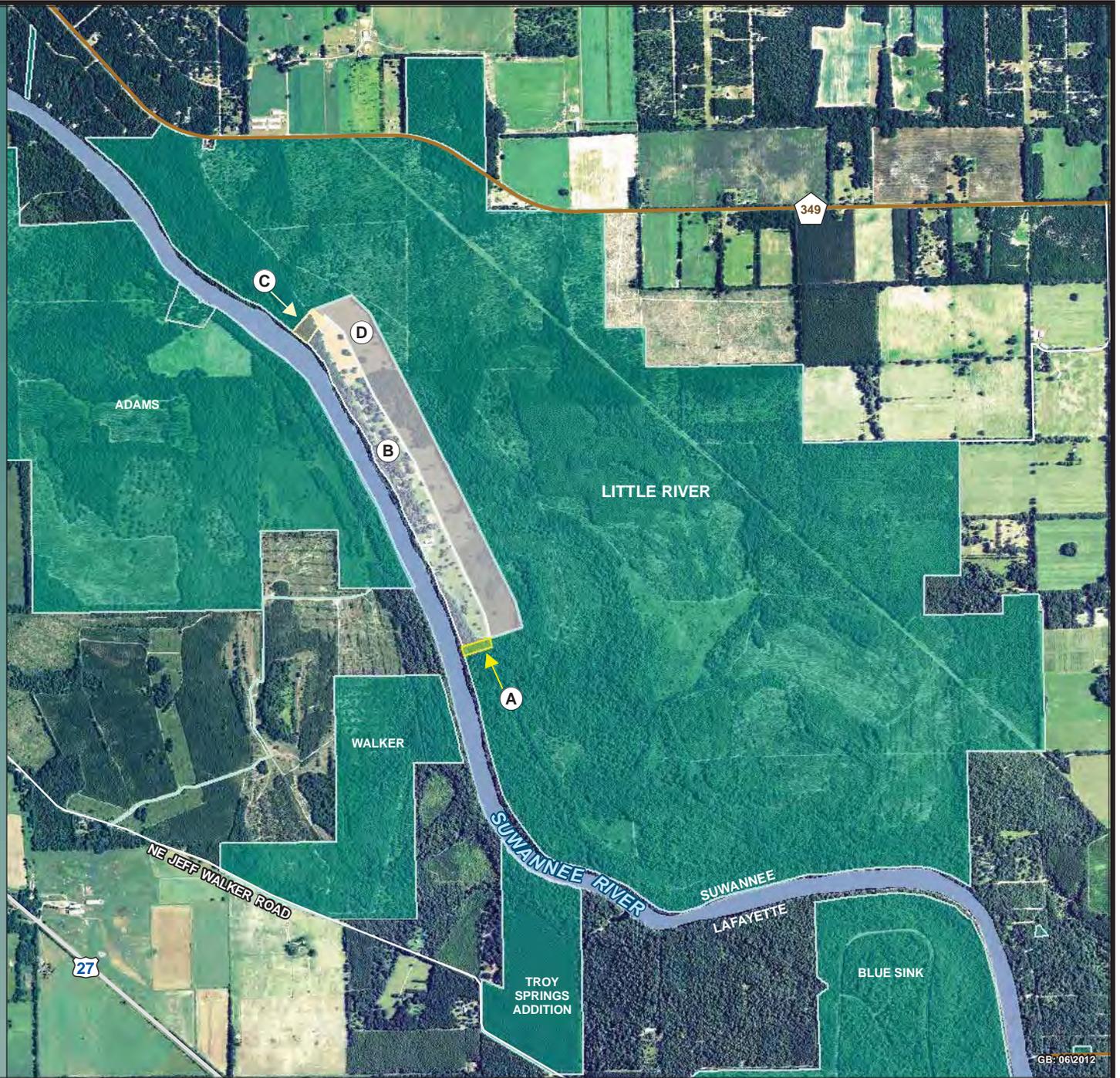
PM: TD
GIS: GH
GBD: 06/2012

Exchange of Properties With Cho Property Management LLC Suwannee County Florida

-  Parcel A
= 1.76 Acres
-  Parcel B
-  Parcel C
= 3.32 Acres
-  Parcel D
-  SRWMD
Fee Lands



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GB: 06/2012

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-12

**RESOLUTION APPROVING THE EXCHANGE OF PROPERTIES
WITH CHO PROPERTY MANAGEMENT LLC IN SUWANNEE
COUNTY**

WHEREAS, the Suwannee River Water Management District (District) has been made aware of a problem involving two small pieces of property in Sections 21 and 27, Township 5 South, Range 13 East, Suwannee County, Florida; and

WHEREAS, a defective starting point was used to describe a 3.32-acre parcel for which both the District and Fuller and Judith Tresca have deeds; and

WHEREAS, the 3.32-acre parcel is not in the District's possession; and

WHEREAS, the District did not pay for the 3.32-acre parcel, and its title insurance policy does not cover said parcel; and

WHEREAS, a 1.79-acre parcel is in the District's possession; and

WHEREAS, District does not have a deed to the 1.79-acre parcel and its title insurance policy does not cover said parcel; and

WHEREAS, the District desires to resolve the problem;

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District:

(1) Cho Property Management LLC, current owners of the 1.79-acre parcel will convey its interest in this property to the District.

(2) The District will convey its interest in the 3.32-acre parcel to Cho Property Management LLC.

PASSED AND ADOPTED THIS 12th DAY OF JUNE, 2012 A.D.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
HEATH DAVIS
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS**

ATTEST:

MEMORANDUM

To: Terry DeMott
From: Clay Schnitker
Re: District owned land in Sections 21 and 27, T5S, R13E
Date: April 25, 2012

A problem was recently discovered with a portion of District land in Suwannee County, Florida. The affected land is 1.76 acres, is shown as Parcel A on the attached map, is possessed by the District, and is shown on the County Property Appraiser's records as owned by the District, but the deed into the District does not include this 1.76 acres. The 1.76 acres was part of a larger tract of land (Parcel B on the attached map). We also now have the opportunity to correct that problem as described below. The history is as follows (and a copy of the referenced deeds are attached) in chronological order:

1. By Special Warranty Deed dated May 25, 1990, and recorded in O.R. Book 388, Page 270, Gran Central Corporation conveyed the property shown as Parcels A, B and C, to Fuller and Judith Tresca. However, there was a defective starting point for Parcel C (the south line of the north half of Government Lot 5 does not intersect the river). Parcel C is a 3.32 acre parcel as shown on the attached map.
2. Tresca also received a Quitclaim Deed from Champion Realty Corporation dated July 26, 1990, and recorded in O.R. Book 498, Page 400, for Parcel C, with the same defective starting point.
3. Tresca also received a Quitclaim Deed from Champion International Corporation (a predecessor in title to Gran Central Corporation) dated August 27, 1990, and recorded in O.R. Book 403, Page 684, for Parcels A and B. It is believed this deed was obtained to use a subsequent surveyed legal description for Parcels A and B.
4. By Special Warranty Deed dated July 26, 1994, and recorded in O.R. Book 498, Page 408, Champion Realty Corporation conveyed the property shown as Parcels C and D, to the District. This deed did not include Parcel A. However, Parcel C was previously conveyed to Tresca, although with a defective starting point (see above).
5. By Special Warranty Deed dated July 11, 1995, and recorded in O.R. Book 541, Page 157, the District conveyed Parcel D to Tresca, as part of an exchange for other property owned by Tresca. This deed did not include Parcels A or C.

6. Tresca sold and conveyed Parcels B and D to Cho Property Management, LLC, by Warranty Deed dated March 26, 2012, and recorded in O.R. Book 1687, Page 424, and sold and/or conveyed Parcels A and C to Cho Property Management, LLC, by Quitclaim Deed dated March 26, 2012, and recorded in O.R. Book 1687, Page 429.

Notes:

1. Parcels A and C are both shown on the County Property Appraiser's records as owned by the District. The District has possessed Parcel A, and Tresca has possessed Parcel C.
2. Tresca has a deed for Parcel A, and the District does not.
3. The District and Tresca both have a deed to Parcel C, but Tresca's deed (with defective starting point) is recorded first, and has priority if it is determined that the defective starting point does not void the title, which it probably does not.
4. From the District's acquisition records, it does not appear that the District paid for Parcel C, and the District's title insurance policy does not cover Parcels A or C.
5. Cho Property Management, LLC will convey its interest in Parcel A to the District by Quitclaim Deed, if the District will convey its interest in Parcel C to Cho Property Management, LLC by either Quitclaim Deed or the District's Statutory Deed (which contains no warranties of title).
6. The proposed deeds are attached.

Prepared by and return to:
Davis, Schnitker, Reeves & Browning, P.A.
519 West Base Street
Madison, Florida 32340
File No.:

_____ [Space Above This Line For Recording Data] _____

Deed of Conveyance to a Private Entity Pursuant to Section 373.099, Florida Statutes

THIS DEED, made this _____ day of _____, 2012, by the
SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management
district created pursuant to Section 373.069, Florida Statutes, whose mailing address is 9225 CR
49, Live Oak, Florida 32060, (the "DISTRICT"), and CHO PROPERTY MANAGEMENT LLC,
a Florida limited liability company, whose mailing address is 2000 Warrington Way, Suite 163,
Louisville, KY 40222, (the "GRANTEE"),

WITNESSETH that the DISTRICT, for and in consideration of the sum of \$10.00 to it in
hand paid by the GRANTEE, receipt whereof is hereby acknowledged, has granted, bargained
and sold to the GRANTEE, its successors and assigns forever, the following described land lying
and being in Suwannee County, Florida:

Commence at the Southeast corner of the North 1/2 of Government Lot 5, Section 22, Township
5 South, Range 13 East, Suwannee County, Florida and run thence N 0°51'21" W along the West
line of said Section 22, 799.08 feet, thence N 46°39'26" W, 156.48 feet, thence S 32°18'01" W,
51.20 feet to the Point of Beginning, thence continue S 32°18'01" W 500.00 feet to the ordinary
high water line of the Suwannee River, thence N 53°23'00" W along said ordinary high water
line, 328.18 feet, thence N 41°04'49" E, 500.05 feet, thence S 53°23'35" E, 251.63 feet to the Point
of Beginning. Said lands being a part of Government Lot 6, Section 21, Township 5 South,
Range 13 East.

(the "PROPERTY")

NO WARRANTIES OF TITLE. Notice is given that Section 373.099, Florida Statutes, prohibits the DISTRICT from giving any warranties of title to the PROPERTY. Further, the DISTRICT disclaims any responsibility for the accuracy of the above legal description.

EXECUTION OF THIS DEED. Pursuant to Section 373.099, Florida Statutes, this deed shall be executed in the name of the DISTRICT by its governing board acting by the chair or vice chair of said board and shall have the corporate seal of the board affixed thereto attested by its secretary and shall thereafter be effective to pass the title or interest of the DISTRICT in the PROPERTY.

IN WITNESS WHEREOF the DISTRICT has caused these presents to be executed in its name by its Governing Board acting by the Chair or Vice Chair of said board, the day and year aforesaid.

GOVERNING BOARD OF THE SUWANNEE
RIVER WATER MANAGEMENT DISTRICT

By: _____

Don Quincey, Jr
Chair

(OFFICIAL SEAL)

ATTEST: _____

Ray Curtis
Secretary Treasurer

THIS INSTRUMENT WAS PREPARED BY :
Davis, Schnitker, Reeves & Browning P.A.
PO Drawer 652
Madison, FL 32341

QUIT CLAIM DEED

THIS INDENTURE is made this ____ day of _____, 2012, between CHO PROPERTY MANAGEMENT LLC, a Florida limited liability company, whose mailing address is 2000 Warrington Way, Suite 163, Louisville, KY 40222, parties of the first part; and SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes, and whose address is 9225 CR 49, Live Oak, Florida 32060, party of the second part.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all of the interest the party of the first part may now have in the following described lot, piece or parcel of land, situate lying and being in the County of Suwannee, State of Florida, to-wit:

Commence at the Southwest corner of the North 1/2 of Government Lot 5, Section 5 South, Range 13 East, Suwannee County, Florida and run thence N051'21"W along the West along the West line of said Section 22, 799.08 feet, thence S 4639'26" E, 266.22 feet, thence S 2558'50" E, 1221.93 feet, thence S 3139'10" E, 1229.14 feet, thence S 2402'17" E, 1072.25 feet, thence S 2430'50" E, 721.96 feet, thence S 2608'41" E, 1080.80 feet, thence S 1322'56" E, 432.08 feet to the Point of Beginning, thence continue S 1322'56" E, 156.12 feet, thence S 7246'41" W, 499.91 feet to the ordinary high water line of the Suwannee River. thence N 1533'15" W along said ordinary high water line, 149.17 feet, thence N 7201'20" E, 506.07 feet to the Point of Beginning. Said lands being a part of Government Lot 6, Section 27, Township 5 South, Range 13 East.

LAW OFFICES OF
Davis, Schnitker, Reeves
& Browning P.A.
P.O. Box 652
Madison, Florida
32341

850.973.4186

Parcel ID No. #0916000.0000

TO HAVE AND TO HOLD the same, together with all the singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

CHO PROPERTY MANAGEMENT LLC

By _____
Anthony W. Murr, Manager

Witness (please type name under signature)

Witness (please type name under signature)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by ANTHONY W. MURR as Manager of and on behalf of CHO PROPERTY MANAGEMENT LLC, who is personally known to me, or who produced _____ as identification.

Notary Public (please print under signature)
Commission # _____

My Commission Expires: _____

LAW OFFICES OF
Davis, Schnitker, Reeves
& Browning P.A.
P.O. Box 652
Madison, Florida
32341

850.973.4186

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator

DATE: May 17, 2012

RE: Resolution 2012-13 Authorizing Conveyance of the Taylor Coastal Well Field Parcel to Taylor Coastal Water and Sewer District

RECOMMENDATION

Staff recommends approval and execution of Resolution Number 2012-13, declaring a parcel of District property in Taylor County no longer needed for District purposes and allowing the conveyance of the property to Taylor Coastal Water and Sewer District at no charge.

BACKGROUND

At the July 2011 Surplus Lands Committee meeting, staff was given direction to contact representatives of several municipalities or special districts concerning the conveyance of District property for which the municipality or special district has assumed management and/or placed infrastructure.

The Taylor Coastal Well Field property was purchased for wellhead protection purposes and has been under the management of the Taylor Coastal Water and Sewer District. The Taylor Coastal Water and Sewer District has agreed to accept this parcel without charge except for attorney's costs and recording. Ownership of the property would revert to the District if the lands are not used for their intended purposes.

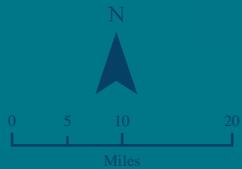
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008-00539

Surplus Land Taylor Coastal Utility Well Field Taylor County, Florida

 SRWMD Boundary
 Project Location

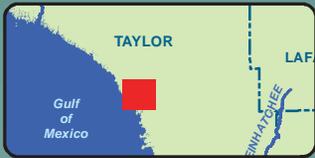


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**Surplus Land
Taylor Coastal
Utility Well Field
Taylor County
Florida**

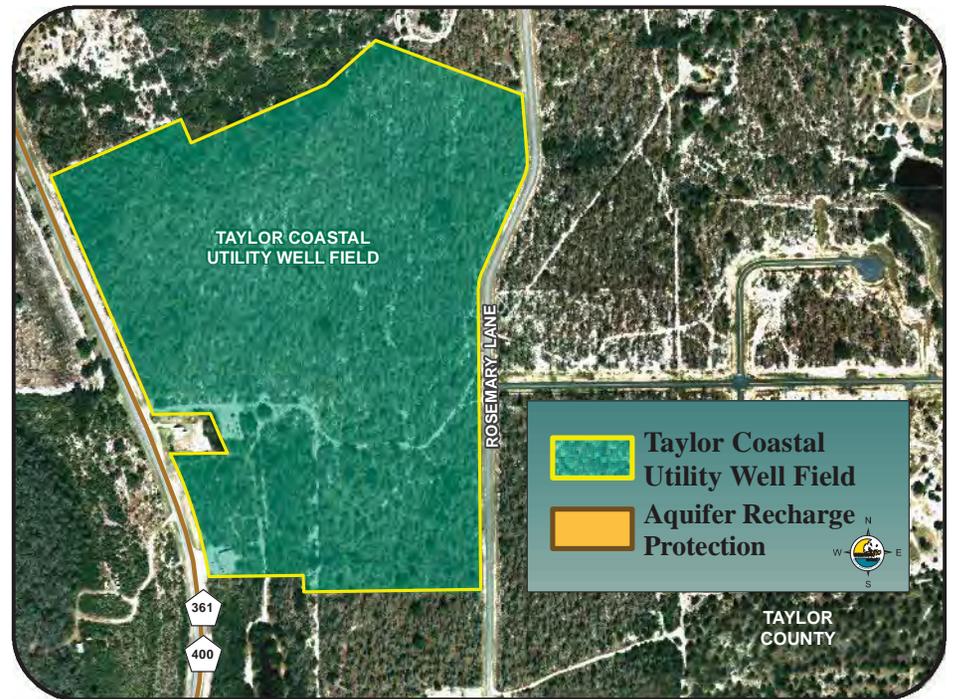
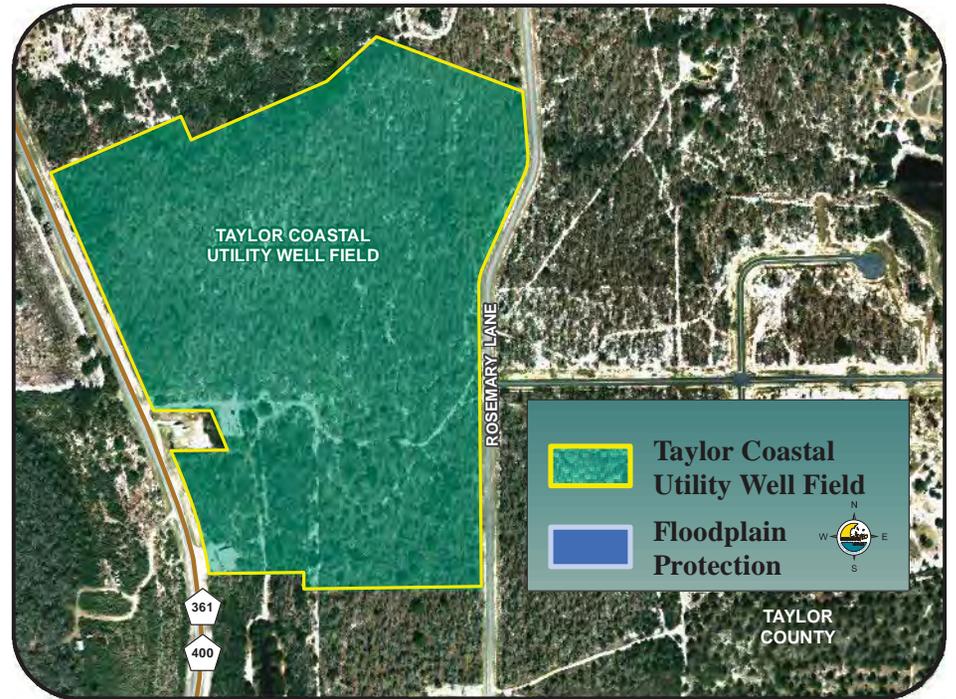
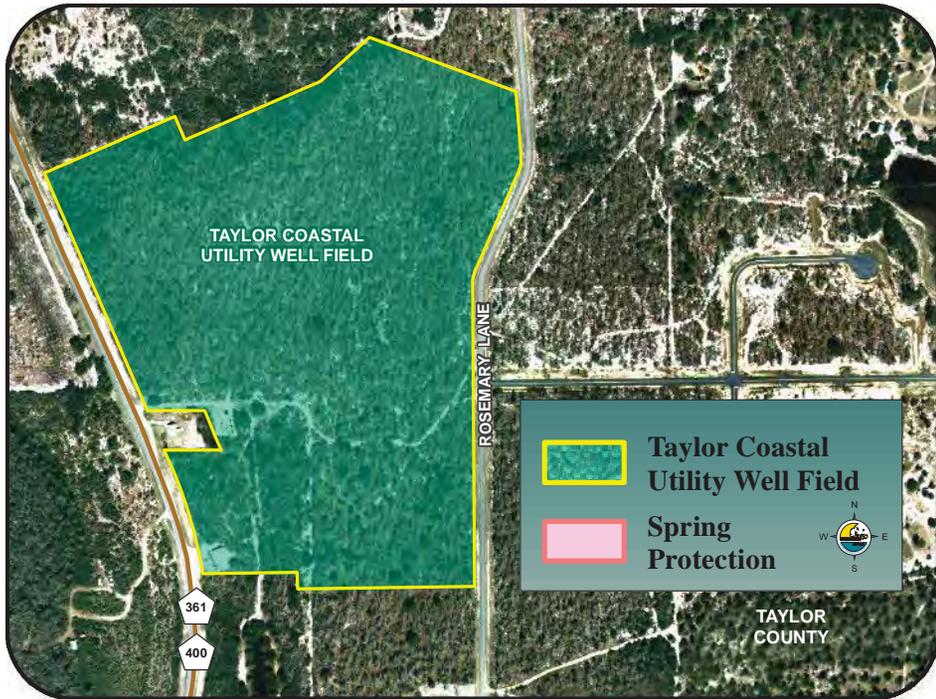
-  SRWMD Surplus Land Boundary = 49 Acres
-  SRWMD Fee Lands



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GD: 06/2012



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-13

**RESOLUTION APPROVING THE CONVEYANCE OF
LAND OWNED BY THE DISTRICT
TO TAYLOR COASTAL WATER AND SEWER DISTRICT
IN TAYLOR COUNTY**

WHEREAS, the Suwannee River Water Management District owns 49 acres in Taylor County; and

WHEREAS, Taylor Coastal Water and Sewer District has requested conveyance of the 49 acres to the Special District for continued use as a well head protection area; and

WHEREAS, the conveyance is consistent with Section 373.089 and 373.093, Florida Statutes (F.S.); and

WHEREAS, said lands are not required for District purposes; and

WHEREAS, said conveyances are in the public interest, for the public convenience and welfare, and for the public benefit; and

WHEREAS, if said lands are not used for intended purposes, ownership of the property shall revert to the Suwannee River Water Management District.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District:

- (1) Conveyance of the described property owned by Suwannee River Water Management District shall be without charge to Taylor Coastal Water and Sewer District.
- (2) The above statements are hereby certified and declared to be true and correct, and the conveyance of said parcels is hereby further certified to be consistent with this District's plan of acquisition and Section 373.056 (4), F. S.

PASSED AND ADOPTED THIS 12th DAY OF JUNE, 2012 A.D.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
HEATH DAVIS
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS**

ATTEST:

MEMORANDUM

TO: Governing Board
FROM: Terry Demott, Senior Land Resource Coordinator
DATE: May 17, 2012
RE: Resolution 2012-15, Authorizing Sale of the 76-acre ± Owens Spring Surplus Parcel in Lafayette County to T.W. Byrd's Sons, Inc.

RECOMMENDATION

Staff recommends approval and execution of Resolution 2012-15 authorizing the sale of the Owens Spring surplus parcel located in Lafayette County to T.W. Byrd's Sons, Inc.

BACKGROUND

On July 14, 2009 the District Governing Board declared the 76-acre Owens Spring parcel in Lafayette County as surplus property and subsequently directed staff to contract with Poole Realty to market the property. T.W. Byrd's Sons, Inc. of Mayo has offered the District \$1,800 per acre for an estimated total of \$138,600. Members of the Surplus Lands Committee recommend acceptance of the offer contingent upon full Governing Board approval.

The parcel was appraised in April of 2012 and will meet the Florida Statute requirement to be current to 120 days of sale date. The present contract slightly exceeds the appraised value. No state agency expressed interest to own or manage the property. A notice of intent to sell will be advertised in a local Lafayette County newspaper once each week for three consecutive weeks prior to the sale date.

T.W. Byrd's Sons, Inc. has requested the District not retain an undivided $\frac{3}{4}$ interest in all of the phosphates, mineral and metals or undivided $\frac{1}{2}$ interest in petroleum. Florida Statute 270.11 allows the water management district to waive and not reserve such interests.

With Governing Board approval, District Counsel will prepare deeds and close the conveyance of property to T.W. Byrd's Sons, Inc.

gal
Owens Surplus 008-00481

SURPLUS PARCEL ASSESSMENT

TRACT: Owens Spring

COUNTY: Lafayette

ACREAGE: 76 acres ±

TRACT DESCRIPTION: The entire Owens Spring Tract is considered uplands, most of which is in slash pine plantation planted in 1992 with areas of hardwood intrusion on the north end. This pine plantation was recently thinned by the District.

PARENT TRACT: The 464-acre parent tract was purchased in March 1999 with Preservation 2000 funding for \$2,080 per acre. The parent purchase contained 0.78 miles of frontage on the Suwannee River and associated floodplain and wetlands. This proposal represents approximately 17% of the tract.

ACCESS: The property is fronted by Lafayette County paved NE County Road 410.

CURRENT ZONING: AG-3 – One dwelling unit per five acres.

INTERESTS TO BE RETAINED: The parcel is to be sold as a whole with no interest retained by the District. Although 77 acres were declared surplus, the estimated sale acreage of 76 acres accounts for the District retaining and buffering an existing public use road to Owens Spring.

RESOURCE REVIEW

(a) Water Resources:

Recharge: 16% (13 acres)

Springs Protection: 15% (12 acres)

Surface Water Protection: 0% (0 acres)

100-year Floodplain: 63% (50 acres)

(b) Management Efficiency: Public and land management access will remain from NE County Road 410. No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.

- (c) Public Use: There are no public use sites on this proposed parcel.
However, public access to Owens Spring is adjacent to the surplus tract.
- (d) Archaeological, Historical: No Records are available on the archaeological history, but the parcel lies within a high probability zone.
- Ecological: No Records
Protected Plants: No Records
Protected Animals: Several Gopher Tortoise sightings
Exotic Plants: No Records
Natural Communities: Sand Hill 75 acres
Hardwoods 2 acres
- (e) Linkage: This parcel is on the west edge of the parent tract. Proposed new acquisitions along the Suwannee River would not be affected by this proposal.
- (f) Adverse Impact to Future Management: The sale area will exclude the existing public use road to Owens Spring. This road will be buffered on its west boundary by 30 feet to ensure unrestricted public access.
- (g) Marketability: The property was marketed as a whole tract to a single buyer.
- (h) Other Public Land Managers: Public managers have been notified of this parcel for Governing Board consideration.
- (i) Preservation 2000: This tract was purchased with Preservation 2000 funds and disposition of these lands will comply with the requirements of Section 259.101(6), F.S.

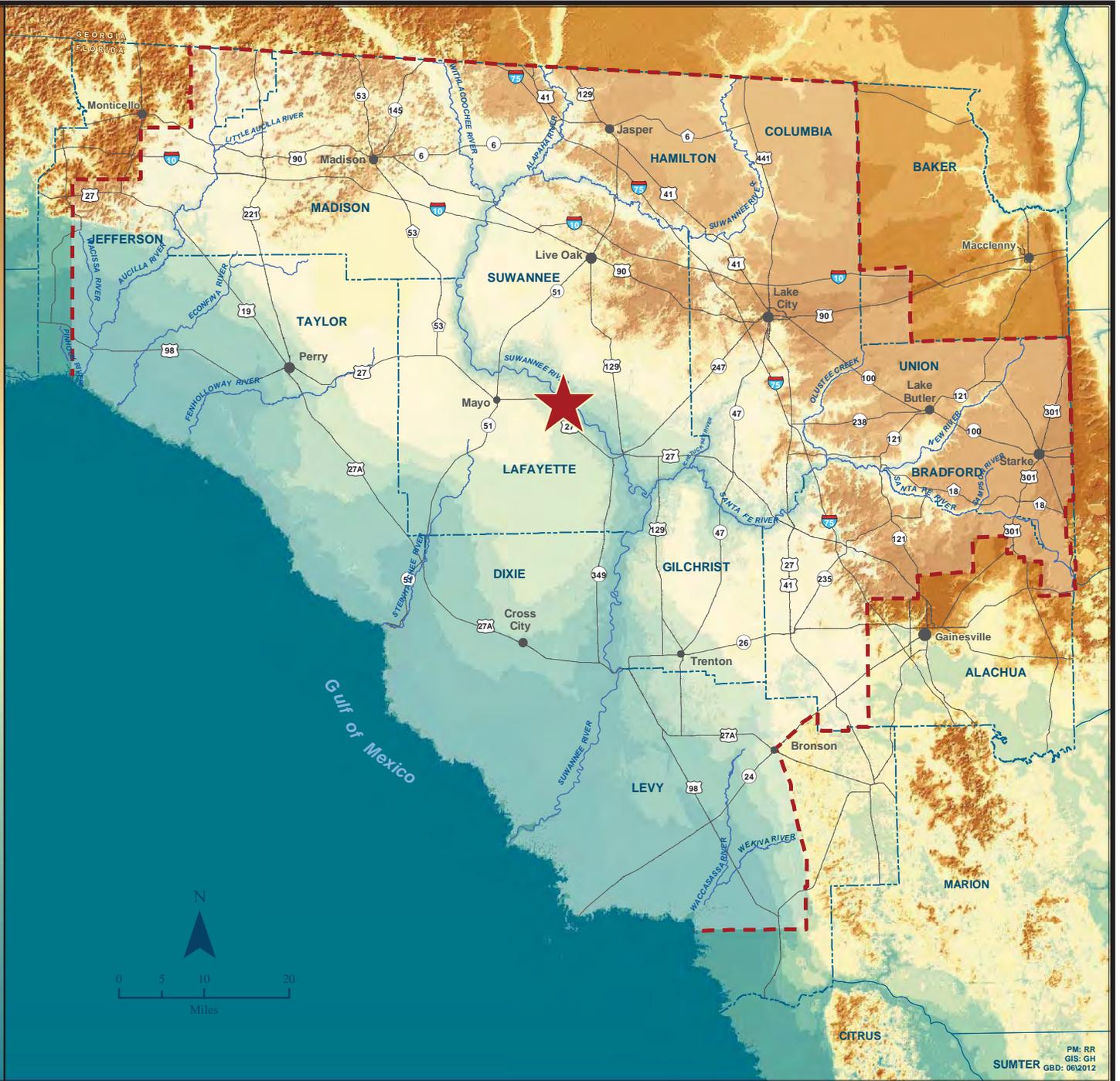
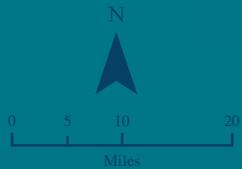
ANALYSIS: The 76 acres of the Owens Spring parcel was considered by the Surplus Lands Committee and declared surplus by the full Governing Board.

Surplus Land Owens Spring Lafayette County, Florida

 SRWMD Boundary
 Project Location



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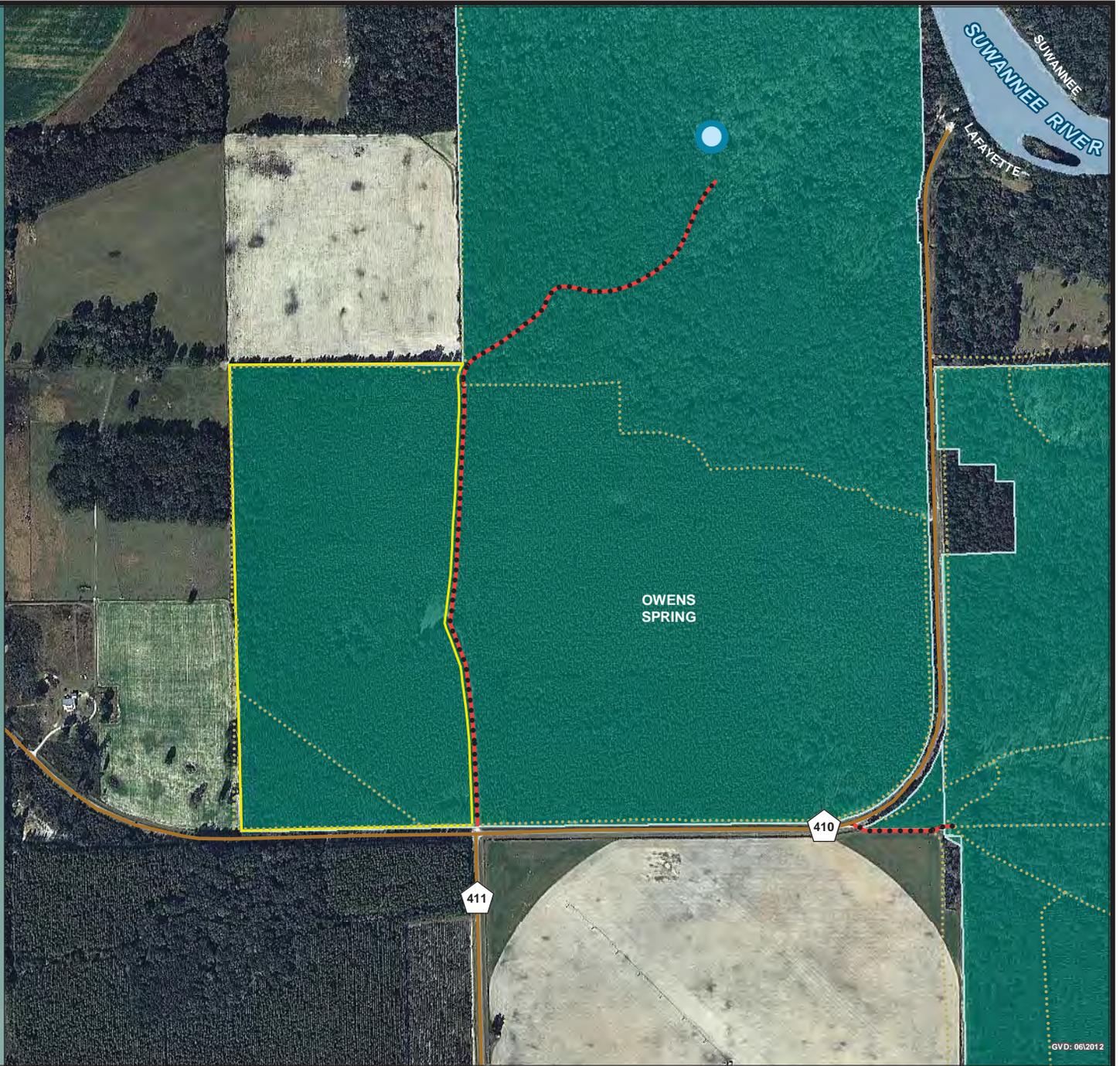
PM: RR
GIS: GH
GBD: 06/2012

Surplus Land Owens Spring Lafayette County Florida

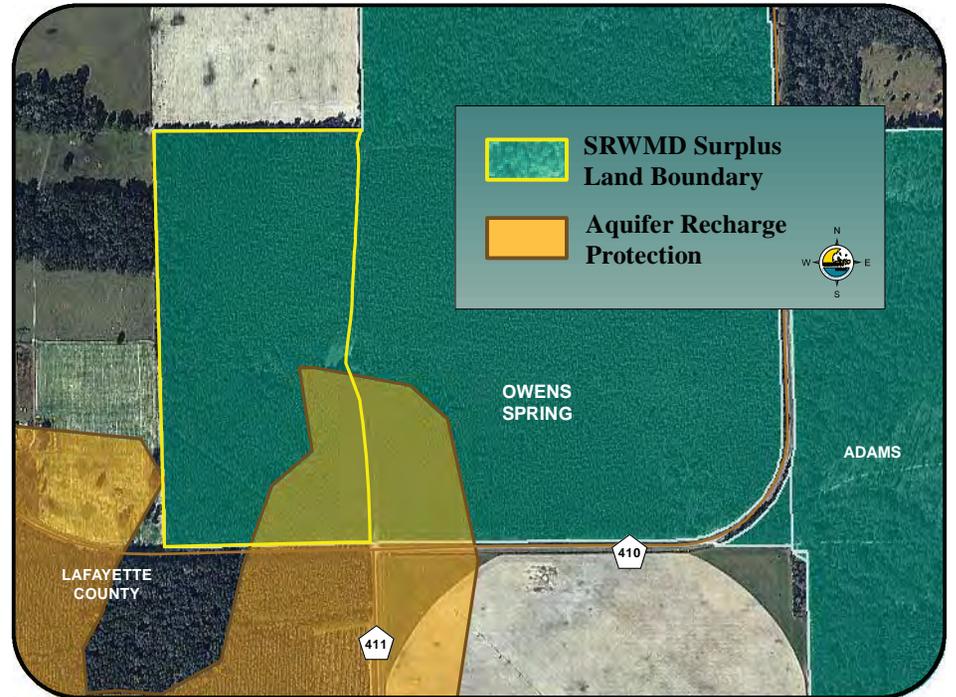
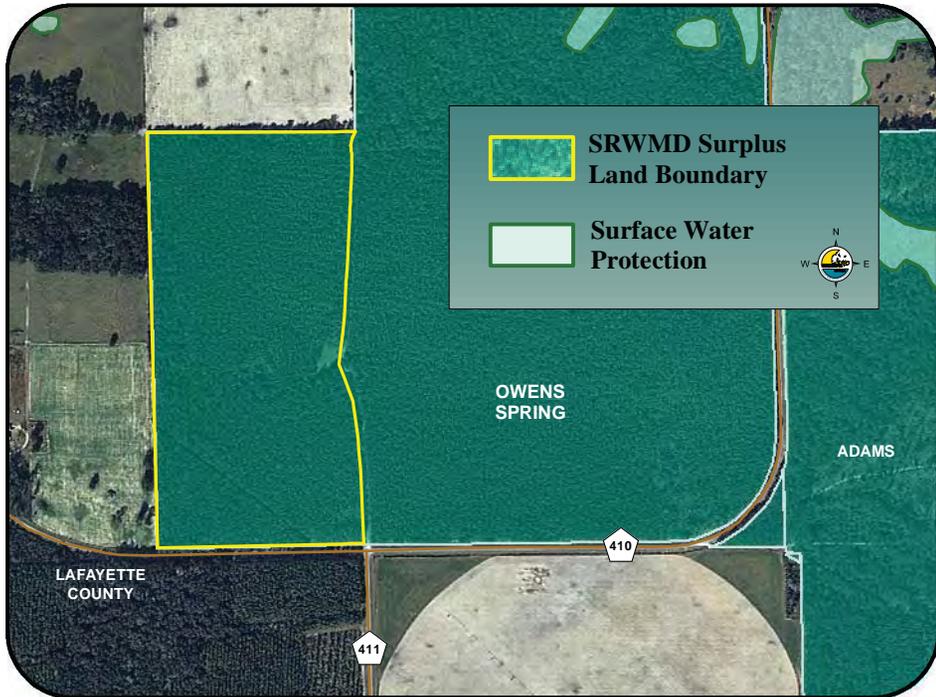
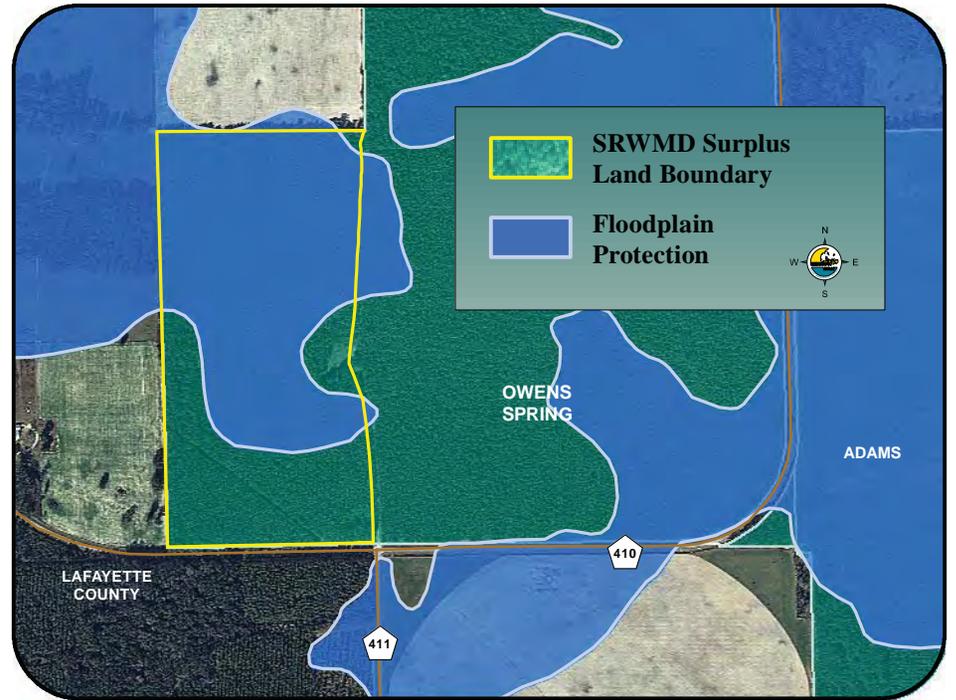
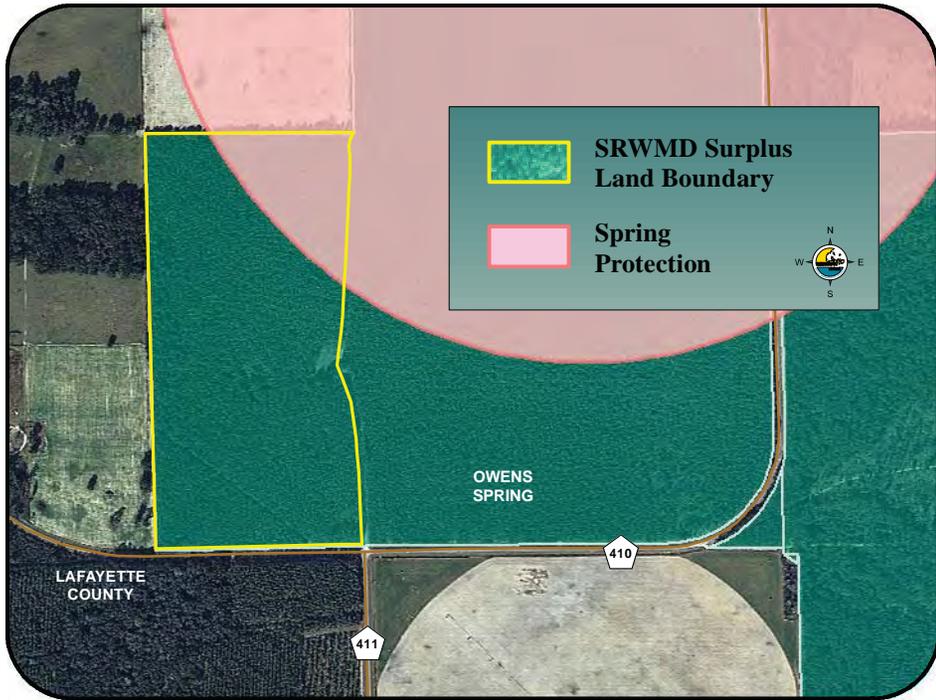
-  SRWMD Surplus Land Boundary = 76 Acres
-  SRWMD Fee Lands
-  Land Management Administrative Roads
-  Land Management Public Access Road
-  Owens Spring



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GVD: 06/2012



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-15

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT APPROVING A
CONTRACT FOR SALE OF SURPLUS DISTRICT
LAND TO A PRIVATE PARTY

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined that it is in its best interest to sell a certain tract of real property (the "PROPERTY"), which is shown on the contract for sale (the "CONTRACT"), a copy of which is attached hereto as Exhibit "A"; and,

WHEREAS, Section 373.089, Florida Statutes, authorizes the DISTRICT to surplus and sell real property provided certain requirements are met; and,

WHEREAS, The DISTRICT chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes, if any, and

WHEREAS, such statutory requirements have been met or will be met prior to closing and the GOVERNING BOARD wishes to enter into the CONTRACT and complete the sale as set out therein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District as follows:

1. The above recitals are incorporated herein as a part hereof.

2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:
 - A. The PROPERTY is hereby determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.
 - B. The selling price set out in the CONTRACT is the highest price obtainable.
 - C. A certified appraisal shows that the selling price set out in the CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by Lawrence H. Saucer of Saucer Valuation Associates and is dated April 16, 2012.
 - D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.
4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:
 - A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
 - B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:
 - i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.

ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or additional certified appraisal.

iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.

5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 12TH DAY OF JUNE, 2012.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
HEATH DAVIS
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS**

ATTEST:

CONTRACT FOR SALE OF REAL PROPERTY
(DISTRICT Selling to Private Entity)

THIS CONTRACT FOR SALE OF REAL PROPERTY, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT and the BUYER and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

(The first definitions are listed out of alphabetical order as they will need to be changed from contract to contract.)

BUYER shall mean:

Name:	T.W. Byrd and Sons, Inc.
Address:	11860 East Hwy. 27, Branford, Florida 32008
Phone:	386-935-4060

PURCHASE PRICE shall mean the product of the SURVEYED ACRES multiplied by: \$1,800.00, per acre.

BINDER shall mean the total sum of: \$1,000.00.

REALTORS shall mean the realtor(s) and/or broker(s) listed below. The REALTORS shall be paid a commission as listed below by the party designated below.

<u>REALTOR</u>	<u>Commission</u>	<u>Party Paying Commission</u>
<u>Poole Realty, Inc.</u>	<u>6%</u>	<u>DISTRICT</u>

CLOSING AGENT shall mean the law firm of Davis, Schnitker, Reeves & Browning P.A., a Florida professional corporation, with offices at 519 West Base Street, Madison, Florida 32340, (Mailing Address: Post Office Drawer 652, Madison, Florida 32341); Phone (850) 973-4186. The CLOSING AGENT is the attorney for the DISTRICT and notwithstanding its other duties herein shall continue to act as attorney for the DISTRICT and not the BUYER regarding this transaction.

CLOSING DATE shall mean the date the closing of this transaction shall occur.

CONTRACT shall mean this "Contract for Sale of Real Property".

DISTRICT shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

EFFECTIVE DATE shall mean the date this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

PROPERTY shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit "A".

SURVEY shall mean a survey of the PROPERTY made by a Florida licensed surveyor who shall be selected by the DISTRICT from its list of approved surveyors. The SURVEY shall (1) be certified to the DISTRICT, the BUYER, the CLOSING AGENT, the title insurance company issuing the TITLE COMMITMENT and the BUYER's lender, if any, (2) meet the requirements of Chapter 472, Florida Statutes, (3) delineate the coastal construction control line as defined in Section 161.053, Florida Statutes, (the "CCCL") on the PROPERTY or affirmatively show that no part of the PROPERTY is located either partially or totally seaward of the CCCL, (4) provide a "meets and bounds" legal description of the PROPERTY, and (5) show the SURVEYED ACRES.

SURVEYED ACRES shall mean the actual number of acres of the PROPERTY, excluding public road rights-of-way and railroad rights-of-way.

TITLE COMMITMENT shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

2. **SALE OF PROPERTY:** The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE:** The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY. The PURCHASE PRICE shall be paid in cash (by local certified check or wire transfer) at closing.
4. **BINDER:** The BUYER has posted the BINDER by check which shall be held in a non interest bearing account by the CLOSING AGENT. The BINDER shall be credited to the PURCHASE PRICE at closing.
5. **EXPENSES:** The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for:

- Preparation of the deed of conveyance
- Documentary stamp tax on the deed of conveyance
- Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)
- All ad valorem taxes and assessments on the PROPERTY for all years prior to the year of closing, if any.
- DISTRICT's attorneys fees

BUYER shall pay for:

- Charges to record the deed of conveyance
- Costs of environmental audit, if any
- All of BUYER's cost in obtaining third party financing for the PURCHASE PRICE, if any
- All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years

-BUYER's attorneys fees

Parties shall equally divide: -Cost of the SURVEY

6. **CLOSING:** The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than ninety (90) days after the EFFECTIVE DATE.
7. **CONVEYANCE:** The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the PROPERTY, with no warranties of title. The deed of conveyance shall convey the PROPERTY by the surveyed legal description shown on the SURVEY.
8. **TITLE EVIDENCE:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the TITLE COMMITMENT and a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the DISTRICT at or before closing and standard title insurance exceptions, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the TITLE COMMITMENT by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the TITLE COMMITMENT. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the TITLE COMMITMENT and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
9. **SURVEY:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the SURVEY and deliver a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the SURVEY, other than those matters which shall be corrected by the DISTRICT at or before closing, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the SURVEY by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the SURVEY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the SURVEY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
10. **ENVIRONMENTAL MATTERS:**
 - 10.1 The BUYER may, at BUYER's option and expense, have an environmental audit performed on the PROPERTY. If the BUYER chooses to have an environmental audit prepared and objects to any matter reflected on such environmental audit, the BUYER

shall give written notice of the same to the CLOSING AGENT (with a complete copy of the environmental audit showing the matter to which the objection is made) by no later than sixty (60) days after the EFFECTIVE DATE. Should the BUYER fail to have an environmental audit prepared or fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

- 10.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.
11. **DUE DILIGENCE OF INVESTIGATION:** The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTRACT and be released from any further obligations hereunder. Upon receiving such timely, written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.
12. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, through the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
13. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:
- 13.1 For a default raised prior to the closing of this transaction:
- 13.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.
- 13.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages

because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

- 13.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy, (2) the surveyor who prepared the SURVEY, and (3) the entity who prepared the BUYER's environmental audit, if any.
14. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, It shall be deemed that no realtor nor broker was involved in this transaction.
15. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
16. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
17. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
18. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:
- 18.1 The condition of title to the PROPERTY;
- 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
- 18.3 The number of acres contained in the PROPERTY as shown in the SURVEYED ACRES or otherwise;

- 18.4 The environmental condition of the PROPERTY;
- 18.5 The amount and value of the timber on the PROPERTY, if any;
- 18.6 The fitness of the PROPERTY for any particular use;
- 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
- 18.8 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

- 19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
- 20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
- 21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
- 22. **DEFERRED EXCHANGE:** The BUYER may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided that the exchange does not (1) delay the closing of this transaction, (2) result in any additional cost to the DISTRICT, or (3) otherwise affect this transaction.
- 23. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
- 24. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the

laws of the State of Florida, without regard to its conflict of laws rules.

25. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
26. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
32. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder. Should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
33. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not

be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.

35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY;** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
36. **FURTHER ASSURANCES;** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES;** The following notices are given as required by law:

COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT

NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. **INTEREST IN CERTAIN MINERALS:** The DISTRICT has chosen and hereby chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes, if any.
39. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.
40. **CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

EXECUTED on this ____ day of _____, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Charles H. Houder, III
As its Acting Executive Director

EXECUTED on this 14th day of May, 2012 by BUYER, T.W.

BYRD AND SONS, INC.

T.W. BYRD AND SONS, INC.

By: Earl Byrd - Pres
EARL BYRD, President

STATE OF FLORIDA

COUNTY OF Lafayette

Acknowledged before me this 14 day of May, 2012, by EARL BYRD, as President of and on behalf of T.W. BYRD AND SONS, INC., who is personally known to me or who produced Personally Known as identification.



Reba Carol Ward
Notary Public

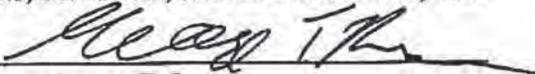
(The remainder of this page was intentionally left blank.)

RECEIPT

The undersigned, hereby acknowledges receipt of the BINDER as referred to in the CONTRACT and agrees to hold and disburse the same in accordance with the terms and conditions of the CONTRACT.

DATED on 5-2, 2012.

DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: 
George T. Reeves
For the Firm

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MEMORANDUM

TO: Governing Board
FROM: Terry Demott, Senior Land Resource Coordinator
DATE: May 18, 2012
RE: Resolution 2012-16, Authorizing Sale of the 60-acre ± Adams South Surplus Parcel in Lafayette County to Michael H. and Freda L. Shaw

RECOMMENDATION

Staff recommends approval and execution of Resolution 2012-16 authorizing the sale of the Adams South surplus parcel in Lafayette County to Michael H. and Freda L. Shaw.

BACKGROUND

On May 13, 2010 the District Governing Board declared the 60-acre ± Adams South parcel located in Lafayette County as surplus property and subsequently directed staff to market the property with Daniel Crapps Agency in Lake City.

Michael and Freda Shaw have agreed to pay the District \$1,400 per acre for an estimated total of \$84,000. Members of the Surplus Land Committee recommend acceptance of the offer contingent upon full Governing Board approval.

The parcel was appraised in January of 2012, and the valuation was updated May 1, 2012 to meet the Florida Statute requirement that parcels be appraised within 120 days of sale date. The current contract equals the appraised value. No state agency expressed interest to own, manage or continue managing the property. A notice of intent to sell will be advertised in a local Lafayette County newspaper once each week for three consecutive weeks prior to the sale date.

With Governing Board approval, District counsel will prepare deeds and close the conveyance of property with Michael and Freda Shaw.

gal
Adams Tract Surplus 008-00483

SURPLUS PARCEL ASSESSMENT

TRACT: Adams South

COUNTY: Lafayette

ACREAGE: 60 acres ±

TRACT DESCRIPTION: The entire Adams South Tract is considered uplands, most of which has natural slash pine and upland hardwood tree species. Surplus of the 60 acres was approved by the SRWMD Governing Board on May 13, 2010.

PARENT TRACT: This parcel represents approximately 10% of the 557-acre parent tract, which was purchased in May 1990 with Water Management Lands Trust Funds for \$797 per acre. The parent tract contains one half mile of frontage on the Suwannee River and associated floodplain and wetlands.

ACCESS: The property access is proposed by an easement granted by the District from a District road off Lafayette County paved NE County Road 410.

CURRENT ZONING: AG-2 – One dwelling unit per five acres.

INTERESTS TO BE RETAINED: The whole tract is to be sold outright with no interest retained by District.

RESOURCE REVIEW

(a) Water Resources:

Recharge: 0% (0 acres)

Springs Protection: 0% (0 acres)

Surface Water Protection: 0% (0 acres)

100-year Floodplain: <1% (5 acres)

(b) Management Efficiency: Public and land management access will remain from NE County Road 410. No significant impacts to management operations are anticipated once a new fireline is installed between the tracts.

(c) Public Use: There are no public use sites on this parcel.

Archaeological, Historical: No Records are available on the archaeological history, but the parcel lies within a high probability zone.

Ecological: No Records

Protected Plants: No Records

Protected Animals: Several Gopher Tortoise sightings

Exotic Plants: No Records

Natural Communities: Sand Hill 58 acres

- (d) Linkage: This parcel is on the edge of the parent tract. Proposed new acquisitions along the Suwannee River would not be affected by this proposal.
- (e) Adverse Impact to Future Management: Staff has notified buyer that adjoining public lands are managed by prescribed fire.
- (f) Marketability: The property was marketed as a whole to a single buyer.
- (g) Other Public Land Managers: Public land managers were notified of this surplus action.
- (h) Funding: This tract was purchased with Water Management Lands Trust Funds

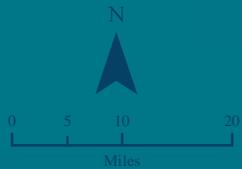
ANALYSIS: The 60 acres of the Adams South parcel was considered by the surplus land committee and declared surplus by the full Governing Board.

Surplus Land Adams South Lafayette County, Florida

 SRWMD Boundary
 Project Location



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066.



PM: RR
GIS: GH
GBD: 06/2012

Surplus Land Adams South Lafayette County Florida

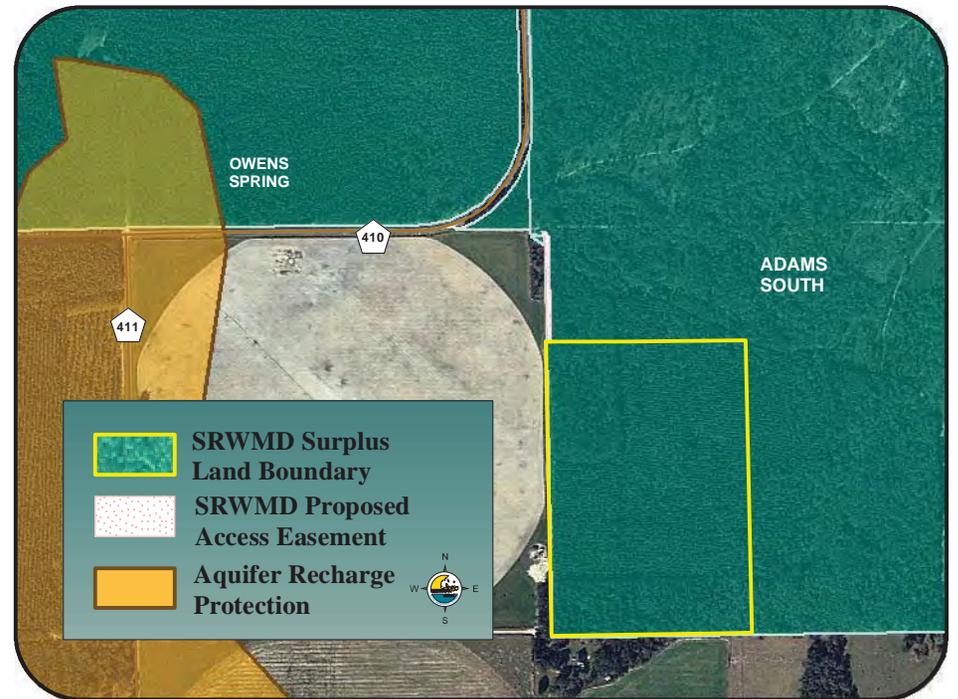
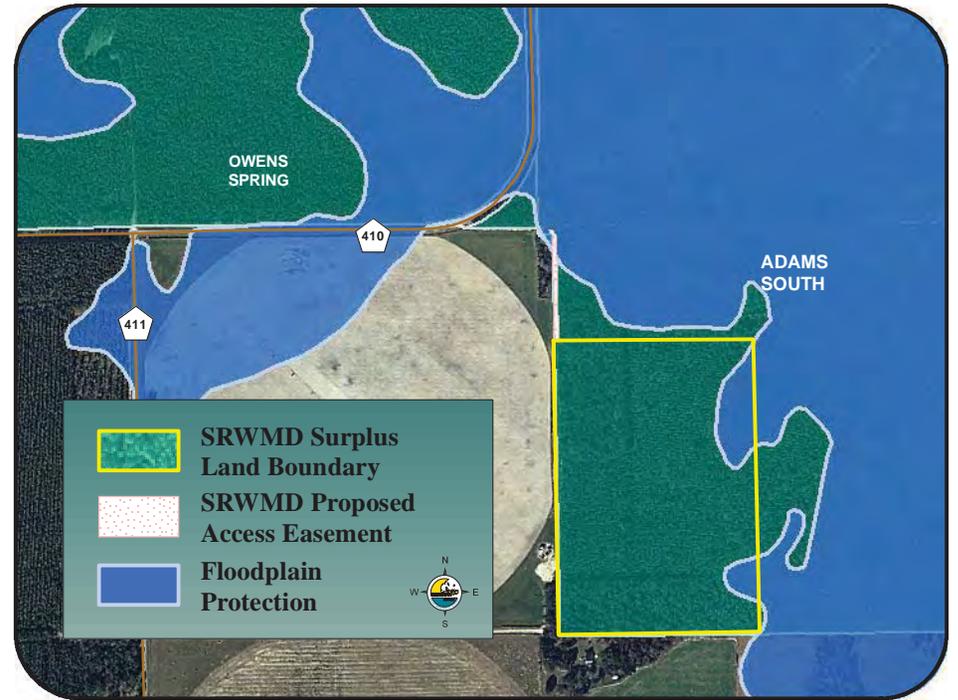
-  SRWMD Surplus Land Boundary = 60 Acres
-  SRWMD Proposed Access Easement
-  SRWMD Fee Lands
-  Land Management Administrative Roads



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. Lafayette 2009 NC 1 FT Imagery.



GVD: 06/2012



SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-16

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT APPROVING A
CONTRACT FOR SALE OF SURPLUS DISTRICT
LAND TO A PRIVATE PARTY

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined that it is in its best interest to sell a certain tract of real property (the "PROPERTY"), which is shown on the contract for sale (the "CONTRACT"), a copy of which is attached hereto as an Exhibit "A"; and,

WHEREAS, Section 373.089, Florida Statutes, authorizes the DISTRICT to surplus and sell real property provided certain requirements are met; and,

WHEREAS, The DISTRICT chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes, if any, and

WHEREAS, such statutory requirements have been met or will be met prior to closing and the GOVERNING BOARD wishes to enter into the CONTRACT and complete the sale as set out therein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District as follows:

1. The above recitals are incorporated herein as a part hereof.

2. The CONTRACT is hereby approved.
3. The sale of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.089, Florida Statutes, as follows:
 - A. The PROPERTY is hereby determined to be surplus and no longer needed by the DISTRICT for conservation purposes or any other purpose.
 - B. The selling price set out in the CONTRACT is the highest price obtainable.
 - C. A certified appraisal shows that the selling price set out in the CONTRACT is not less than the appraised value of the PROPERTY. Such certified appraisal was performed by Lawrence H. Saucer of Saucer Valuation Associates and is dated May 1, 2012.
 - D. The county in which the PROPERTY is located is not a county in which more than 50 percent of the lands within the county boundary are federal lands and lands titled in the name of the state, a state agency, a water management district, or a local government.
4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to close and complete the transaction contemplated in the CONTRACT, including, without limitation, the following:
 - A. Execute, on behalf of the DISTRICT, all deeds, closing statements, closing affidavits, disclosures and other documents reasonably required for closing.
 - B. Comply with all of the requirements of Section 373.089, Florida Statutes, which have yet to be fulfilled including:
 - i. Causing a notice of intention to sell the PROPERTY to be published in a newspaper published in the county in which the PROPERTY is situated once each week for three successive weeks, the first publication of which shall be not less than 30 days nor more than 45 days prior to the closing of the sale of the PROPERTY as set out in the CONTRACT.

ii. Closing the sale of the PROPERTY as set out in the CONTRACT within 120 days after the above referenced certified appraisal was obtained or obtaining an updated or additional certified appraisal.

iii. Withholding execution and delivery of the deed of conveyance until full payment of the selling price is paid according to the terms of the CONTRACT.

5. The proceeds from the transaction contemplated by the CONTRACT shall be set aside for the purchase of property with greater water resource values.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF NOT LESS THAN SIX MEMBERS (TWO-THIRDS OF THE TOTAL MEMBERSHIP) OF THE GOVERNING BOARD, THIS 12TH DAY OF JUNE, 2012.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
HEATH DAVIS
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS**

ATTEST:

EFFECTIVE DATE shall mean the date this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

PROPERTY shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit "A".

SURVEY shall mean a survey of the PROPERTY made by a Florida licensed surveyor who shall be selected by the DISTRICT from its list of approved surveyors. The SURVEY shall (1) be certified to the DISTRICT, the BUYER, the CLOSING AGENT, the title insurance company issuing the TITLE COMMITMENT and the BUYER's lender, if any, (2) meet the requirements of Chapter 472, Florida Statutes, (3) delineate the coastal construction control line as defined in Section 161.053, Florida Statutes, (the "CCCL") on the PROPERTY or affirmatively show that no part of the PROPERTY is located either partially or totally seaward of the CCCL, (4) provide a "meets and bounds" legal description of the PROPERTY, and (5) show the SURVEYED ACRES.

SURVEYED ACRES shall mean the actual number of acres of the PROPERTY, excluding public road rights-of-way and railroad rights-of-way.

TITLE COMMITMENT shall mean a commitment to issue a title insurance policy for the PROPERTY, purchased from the CLOSING AGENT as agent for a Florida licensed title insurance company.

2. **SALE OF PROPERTY:** The DISTRICT shall sell the PROPERTY to the BUYER and the BUYER shall buy the PROPERTY from the DISTRICT.
3. **PRICE:** The BUYER shall pay the PURCHASE PRICE to the DISTRICT for the PROPERTY. The PURCHASE PRICE shall be paid in cash (by local certified check or wire transfer) at closing.
4. **BINDER:** The BUYER has posted the BINDER by check which shall be held in a non interest bearing account by the CLOSING AGENT. The BINDER shall be credited to the PURCHASE PRICE at closing.
5. **EXPENSES:** The expenses of closing this transaction shall be paid, at closing, as follows:

DISTRICT shall pay for:	<ul style="list-style-type: none">-Preparation of the deed of conveyance-Documentary stamp tax on the deed of conveyance-Owner's title insurance policy (including the TITLE COMMITMENT, search, examination and related charges)-All ad valorem taxes and assessments on the PROPERTY for all years prior to the year of closing, if any.-DISTRICT's attorneys fees
BUYER shall pay for:	<ul style="list-style-type: none">-Charges to record the deed of conveyance-Costs of environmental audit, if any-All of BUYER's cost in obtaining third party financing for the PURCHASE PRICE, if any-All ad valorem taxes and assessments on the PROPERTY for the year of closing (with no proration) and all subsequent years

-BUYER's attorneys fees

Parties shall equally divide: -Cost of the SURVEY

6. **CLOSING:** The closing of this transaction shall be conducted by the CLOSING AGENT at its offices. The CLOSING DATE shall be no later than ninety (90) days after the EFFECTIVE DATE.
7. **CONVEYANCE:** The DISTRICT shall convey title to the PROPERTY to the BUYER, at closing. Pursuant to Section 373.099, Florida Statutes, the deed of conveyance shall convey only the interest of the DISTRICT in the PROPERTY, with no warranties of title. The deed of conveyance shall convey the PROPERTY by the surveyed legal description shown on the SURVEY.
8. **TITLE EVIDENCE:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the TITLE COMMITMENT and a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the TITLE COMMITMENT, other than those matters which shall be discharged by the DISTRICT at or before closing and standard title insurance exceptions, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the TITLE COMMITMENT by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the TITLE COMMITMENT. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the TITLE COMMITMENT and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
9. **SURVEY:** No later than sixty (60) days after the EFFECTIVE DATE, the DISTRICT shall obtain the SURVEY and deliver a copy of the same to the BUYER. If the BUYER objects to any matter reflected on the SURVEY, other than those matters which shall be corrected by the DISTRICT at or before closing, the BUYER shall give written notice of the same to the CLOSING AGENT by no later than fifteen (15) days after receipt of the SURVEY by the BUYER. Should the BUYER fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all such objections and agreed to accept the PROPERTY as shown on the SURVEY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the PROPERTY as shown on the SURVEY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
10. **ENVIRONMENTAL MATTERS:**
 - 10.1 The BUYER may, at BUYER's option and expense, have an environmental audit performed on the PROPERTY. If the BUYER chooses to have an environmental audit prepared and objects to any matter reflected on such environmental audit, the BUYER

shall give written notice of the same to the CLOSING AGENT (with a complete copy of the environmental audit showing the matter to which the objection is made) by No later than sixty (60) days after the EFFECTIVE DATE. Should the BUYER fail to have an environmental audit prepared or fail to give such timely, written notice, the BUYER shall be deemed to have forever waived all objections to the environmental condition of the PROPERTY. Should the BUYER make any such timely written objections, the CLOSING DATE shall be extended for sixty (60) days and the DISTRICT shall have such time to attempt to correct the matters to which the objection was made, but without the obligation to do so. If the DISTRICT is unable or unwilling to make such corrections before the extended CLOSING DATE, the BUYER shall have the option of either: (a) accepting the environmental condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT by no later than the extended CLOSING DATE, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.

- 10.2 Upon request, the DISTRICT shall furnish the BUYER with a copy of any and all environmental audits and reports, and all correspondence relating to environmental matters on and for the PROPERTY received by DISTRICT or in DISTRICT's possession.
11. **DUE DILIGENCE OF INVESTIGATION:** The BUYER shall have until no later than thirty (30) days after the EFFECTIVE DATE within which to conduct all due diligence investigations BUYER may deem appropriate to determine that the PROPERTY is suitable for BUYER's purposes. If the BUYER gives the DISTRICT and the CLOSING AGENT written notice within the above time frame, that in the BUYER's sole judgment the PROPERTY is not suitable for the BUYER's purposes, for any or no reason, the BUYER shall have the right to cancel and terminate this CONTACT and be released from any further obligations hereunder. Upon receiving such timely, written notice, the CLOSING AGENT, shall distribute the BINDER by paying the BINDER to the BUYER.
12. **BUYER'S RIGHT TO INSPECT THE PROPERTY:** The BUYER, though the BUYER's agents or otherwise, shall have the right to enter the PROPERTY prior to closing to inspect and investigate the PROPERTY at any reasonable time upon notice to the DISTRICT. BUYER shall be responsible for any damage or liability caused by such inspections and investigations and shall hold harmless and indemnify the DISTRICT for the same.
13. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be as follows:
- 13.1 For a default raised prior to the closing of this transaction:
- 13.1.1 Should the DISTRICT default on any terms of this CONTRACT, then the BUYER shall be entitled to either: (a) specific performance (except specific performance is not available as a remedy for failure to cure title, survey problems or environmental matters), or (b) cancel this CONTRACT and receive a refund of the BINDER, in which event both parties shall be relieved of all further obligations to the other.
- 13.1.2 Should the BUYER default on any terms of this CONTRACT, then the DISTRICT may cancel this CONTRACT and receive the BINDER (as liquidated damages

because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

- 13.2 For default raised (regardless of when it was discovered or occurred) after the closing of this transaction, the BUYER shall have no remedy against the DISTRICT. The BUYER's remedies shall be limited to those remedies it may have against (1) the title insurance company issuing the TITLE COMMITMENT and the resulting title insurance policy, (2) the surveyor who prepared the SURVEY, and (3) the entity who prepared the BUYER's environmental audit, if any.
14. **REALTORS:** Each party represents to the other party that no realtor nor broker has been involved in this transaction (and thus owed any commission) except for the REALTORS. All commissions (as shown in the definition of REALTORS) due to the REALTORS shall be paid to the REALTORS at closing and shall be charged on the closing statement to the party responsible for such commission (as shown in the definition of REALTORS). The BUYER agrees to hold harmless and indemnify the DISTRICT for any commission owed to any realtor or broker contacted the BUYER claiming a commission on this transaction. The DISTRICT agrees to hold harmless and indemnify the BUYER for any commission owed to any realtor or broker contacted by the DISTRICT claiming a commission on this transaction. Should the definition of REALTORS be left blank or stricken, it shall be deemed that no realtor nor broker was involved in this transaction.
15. **BINDING EFFECT:** This CONTRACT shall be binding on the parties hereto, and their respective heirs, successors and assigns, and estates, as the case may be.
16. **NO ALTERATIONS PRIOR TO CLOSING:** DISTRICT will not intentionally alter the PROPERTY in any way (including the cutting of timber, if any) after the date DISTRICT executes this CONTRACT.
17. **CASUALTY LOSS:** In the event any portion of the timber or improvements located on the PROPERTY, if any, are damaged or destroyed by wind, fire, casualty, disease, or by any other means or act of God, prior to the CLOSING DATE, to an extent greater than Two Thousand and No/100 (\$2,000.00) Dollars in value, then the BUYER shall have the option of either: (a) accepting the condition of the PROPERTY and closing this transaction according to the terms of this CONTRACT, or (b) declaring the DISTRICT in default and seeking the remedies allowed for default hereunder.
18. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this CONTRACT, the DISTRICT is selling the PROPERTY "as is, where is", and DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. Specifically, and without limitation by enumeration, no representations have been made concerning:
- 18.1 The condition of title to the PROPERTY;
- 18.2 The accuracy of the legal description of the PROPERTY used in the deed of conveyance;
- 18.3 The number of acres contained in the PROPERTY as shown in the SURVEYED ACRES or otherwise;

- 18.4 The environmental condition of the PROPERTY;
- 18.5 The amount and value of the timber on the PROPERTY, if any;
- 18.6 The fitness of the PROPERTY for any particular use;
- 18.7 Whether the BUYER will be allowed to use the PROPERTY in any particular way under the applicable laws, rules and regulations;
- 18.8 The accuracy or completeness of any reports, studies, audits, appraisals, timber cruises or other information concerning the PROPERTY, which the DISTRICT may have provided to the BUYER.

As between the DISTRICT and the BUYER, all risk that any of the above matters may not be as expected by the BUYER, is on the BUYER.

- 19. **ESCROW:** In regards to the BINDER, the CLOSING AGENT is authorized by the DISTRICT and the BUYER to receive the BINDER and deposit the same into its trust account and hold the BINDER in such trust account and disburse the BINDER (subject to the clearance of funds) from its trust account in accordance with the terms of this CONTRACT or pursuant to written instructions executed by both the DISTRICT and the BUYER. At closing, the CLOSING AGENT shall remit the BINDER to the DISTRICT, and the BUYER shall receive a credit against the PURCHASE PRICE in the amount of the BINDER. In the event that the CLOSING AGENT receives a written claim of default by either party against the other or fails to receive written consent from both the BUYER and the DISTRICT regarding disposition of the BINDER, the CLOSING AGENT shall be authorized to file an action in Interpleader to determine the party entitled to the BINDER, and the party not entitled to the BINDER, as determined by such proceeding, shall indemnify the other party for all legal fees, cost and expenses associated with such proceeding. All costs and a reasonable attorneys fee incurred by the CLOSING AGENT shall be deducted from the BINDER. The CLOSING AGENT may act in reliance upon any facsimile, writing, instrument or signature that it in good faith believes to be genuine and may assume that any person purporting to give any writing notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.
- 20. **ASSIGNABILITY:** The BUYER may assign its rights under this CONTRACT provided that neither the BUYER nor the BINDER is thereby released.
- 21. **TIME IS OF THE ESSENCE:** Time is of the essence in this agreement.
- 22. **DEFERRED EXCHANGE:** The BUYER may structure this transaction in such manner that it shall qualify as a "like kind exchange", under § 1031 of the Internal Revenue Code, and the DISTRICT agrees to execute the documents reasonably requested to accomplish such exchange, provided that the exchange does not (1) delay the closing of this transaction, (2) result in any additional cost to the DISTRICT, or (3) otherwise affect this transaction.
- 23. **PERSONAL PROPERTY:** Neither this CONTRACT nor the deed of conveyance shall convey or affect the title to any personal property not permanently affixed to the PROPERTY.
- 24. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the

laws of the State of Florida, without regard to its conflict of laws rules.

25. **NON-MERGER CLAUSE:** The terms of this CONTRACT shall survive the closing.
26. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT and/or any interpleader action concerning the BINDER shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
27. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
28. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
29. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the DISTRICT and the BUYER. No provision of this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.
30. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
31. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between DISTRICT and BUYER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
32. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to sell real property, including without limitation Sections 373.089 and 373.099, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder. Should the DISTRICT fail to comply with all of these legal requirements through inadvertence, oversight or otherwise, the parties agree to extend the CLOSING DATE a reasonable amount of time to allow compliance with the same.
33. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the DISTRICT or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the BUYER is a party to this CONTRACT or this transaction. The amounts paid to the DISTRICT hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the DISTRICT or any other regulatory authority.
34. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not

be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.

35. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
36. **FURTHER ASSURANCES:** The parties shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this CONTRACT.
37. **REQUIRED STATUTORY NOTICES:** The following notices are given as required by law:

COASTAL EROSION NOTICE

THE PROPERTY BEING PURCHASED MAY BE SUBJECT TO COASTAL EROSION AND TO FEDERAL, STATE, OR LOCAL REGULATIONS THAT GOVERN COASTAL PROPERTY, INCLUDING THE DELINEATION OF THE COASTAL CONSTRUCTION CONTROL LINE, RIGID COASTAL PROTECTION STRUCTURES, BEACH NOURISHMENT, AND THE PROTECTION OF MARINE TURTLES. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, INCLUDING WHETHER THERE ARE SIGNIFICANT EROSION CONDITIONS ASSOCIATED WITH THE SHORELINE OF THE PROPERTY BEING PURCHASED.

PROPERTY TAX DISCLOSURE SUMMARY

BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

RADON GAS NOTICE

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.

LEAD BASED PAINT HAZARD

EVERY PURCHASER OF ANY INTEREST IN REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING MAY PRODUCE PERMANENT

NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS, AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE PURCHASER WITH INFORMATION ON LEAD BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE PURCHASER OF ANY KNOWN LEAD BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

38. **INTEREST IN CERTAIN MINERALS:** The DISTRICT has chosen and hereby chooses not to reserve the interest in the PROPERTY's phosphate, minerals, metals and petroleum which would otherwise be reserved to the DISTRICT by the operation of Section 270.11, Florida Statutes, if any.
39. **MISCELLANEOUS:** This CONTRACT may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This CONTRACT may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.
40. **CONTRACT CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this CONTRACT shall not be binding on any party and shall have no effect unless and until this CONTRACT is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

EXECUTED on this ____ day of _____, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Charles H. Houder, III
As its Acting Executive Director

EXECUTED on this 15th day of May, 2012 by BUYER, MICHAEL

H. SHAW and FREDA L. SHAW.

Michael H. Shaw
Michael H. Shaw
Freda L. Shaw
Freda L. Shaw

STATE OF FLORIDA
COUNTY OF Lafayette

Acknowledged before me this 15 day of May, 2012, by MICHAEL H. SHAW and FREDA L. SHAW, who is personally known to me or who produced _____ as identification.



Amanda Hickman
Notary Public

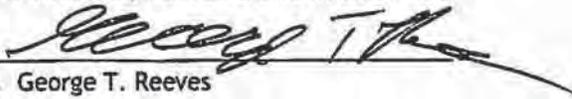
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RECEIPT

The undersigned, hereby acknowledges receipt of the BINDER as referred to in the CONTRACT and agrees to hold and disburse the same in accordance with the terms and conditions of the CONTRACT.

DATED on 5-2, 2012.

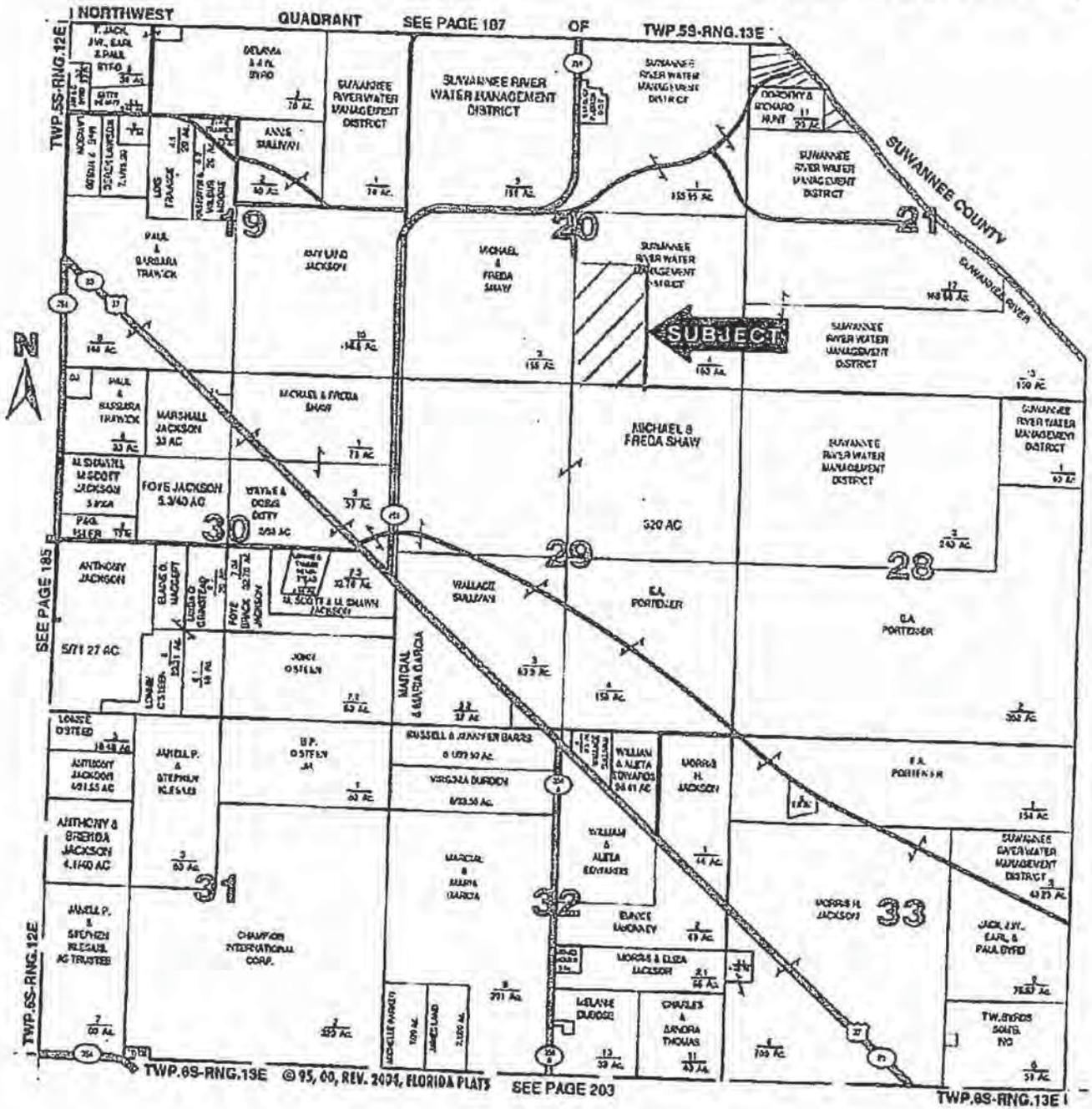
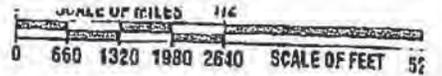
DAVIS, SCHNITKER, REEVES & BROWNING, P.A.

By: 

George T. Reeves
For the Firm

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LAFAYETTE COUNTY, FLORIDA
SOUTHWEST QUADRANT



60 Acres

MEMORANDUM

TO: Governing Board
FROM: Terry Demott, Senior Land Resource Coordinator
DATE: May 18, 2012
RE: Exchange of Property Interests with Aucilla Land Partners, LLC

RECOMMENDATION

Staff recommends the Governing Board authorize staff to commence detailed assessment and negotiations for an exchange of property interests with Aucilla Land Partners, LLC.

BACKGROUND

In this proposed exchange, the District would retain a conservation easement over the 114-acre Mt. Gilead and Lamont tracts and convey the fee simple interest to Aucilla Land Partners LLC. Aucilla Land Partners would convey a conservation easement to the District on its 75-acre tract.

The District’s Mt. Gilead and Lamont tracts are landlocked with no access. An exchange of property interests would reduce land management costs and continue to protect 1.74 miles of Aucilla River frontage and preserve 161 acres of floodplain forest intact under perpetual conservation easement protection.

Tract Name	Acres +/-	River Miles	Conservation Easement terms	% in 100-Year	Rights to be Retained by SRWMD
Aucilla Land Partners LLC	75	.52	Floodplain Preservation	61 acres (81%)	Conservation Easement
SRWMD Mt. Gilead/Lamont	114	1.22	Floodplain Preservation	108 acres (95%)	Conservation Easement

With Governing Board approval, staff will work with John Kohler and Roger Champion of Aucilla Land Partners, LLC to further define the areas of exchange, research the title, and procure appraisals as needed for these properties. Our approach will be based on a value for value exchange. If negotiations are successful, the Governing Board will have the opportunity for final approval of terms for a property interests exchange.

gal

PARCEL ASSESSMENT SUMMARY

TRACT: Aucilla Land Partners LLC Exchange

SELLER: Aucilla Land Partners, LLC

COUNTY: Madison and Jefferson

RIVER FRONTAGE: 2,763 feet (.52 miles)

ACREAGE: 75 acres +/-

WATER RESOURCE PROTECTION:

Floodplain: 81% (61 acres)

Surfacewater: 57% (43 acres)

Aquifer Recharge: n/a

Springs Protection: n/a

TRACT DESCRIPTION: The tract shares its west and north border with the Foster conservation easement on the Aucilla River. It is predominately wetland hardwood forests on 69 acres and hardwood conifer forest on 6 acres.

ACCESS: Property is accessed by private easement from SW 1 Federal Road.

OUTSTANDING INTERESTS: Clear title is reported at this time.

MANAGEMENT ALTERNATIVES: The primary management objective would be to add to the District's floodplain protection lands along the Aucilla River. Under a conservation easement the forested floodplain would be perpetually protected. The landowner could continue natural pine management on six acres with one future homesite (location not yet determined).

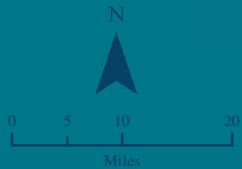
CURRENT ASKING PRICE: Owner's representative is seeking to exchange a conservation easement interest for other District riverfront land.

Aucilla Land Partners LLC CE Jefferson & Madison Counties, FL

 SRWMD Boundary
 Project Location



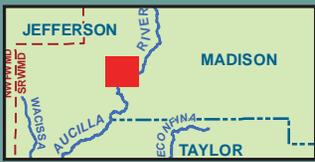
NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066.



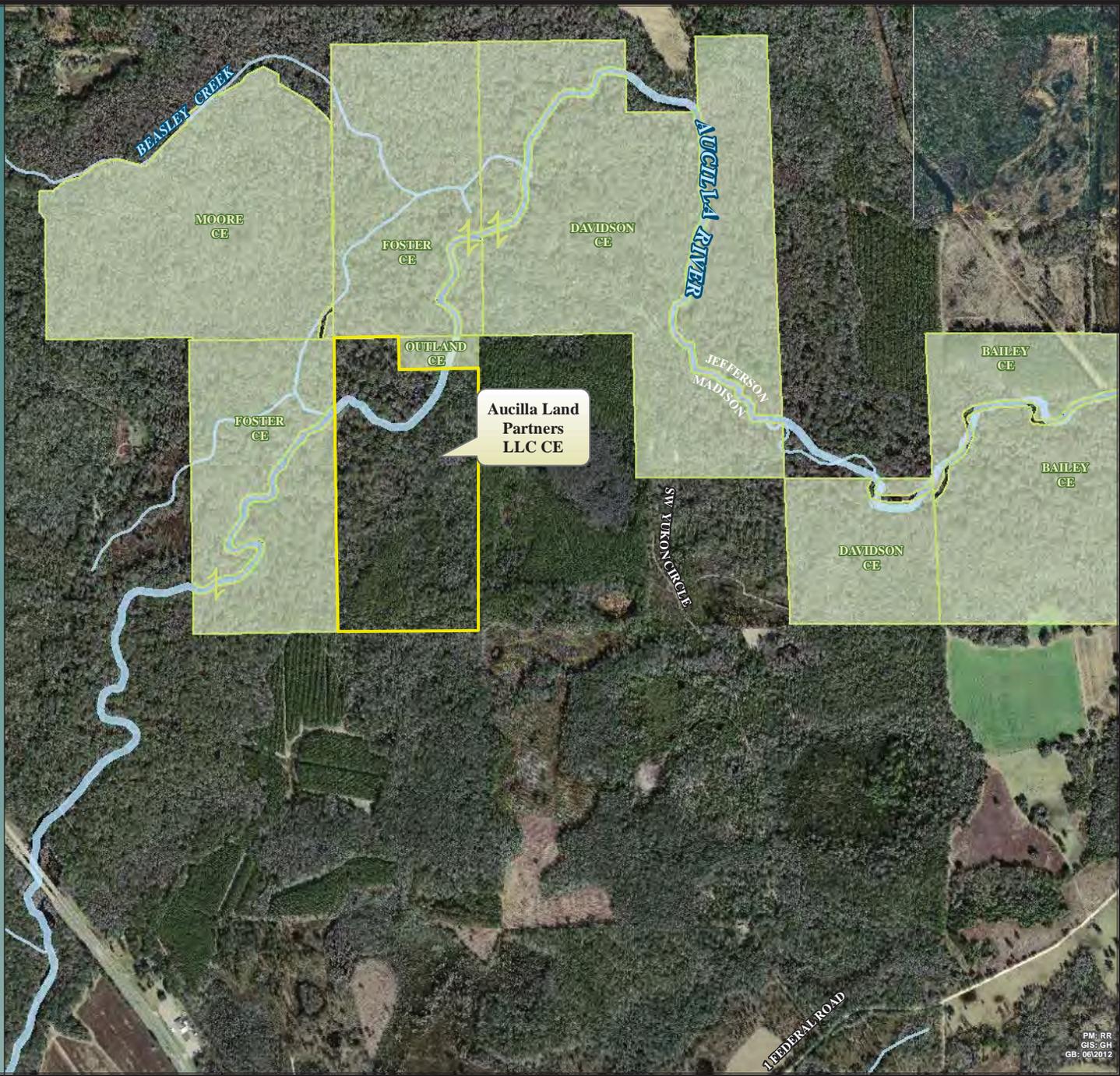
PM: RR
GIS: GH
GBD: 06/2012

Aucilla Land Partners LLC CE Exchanges Jefferson & Madison Counties, Florida

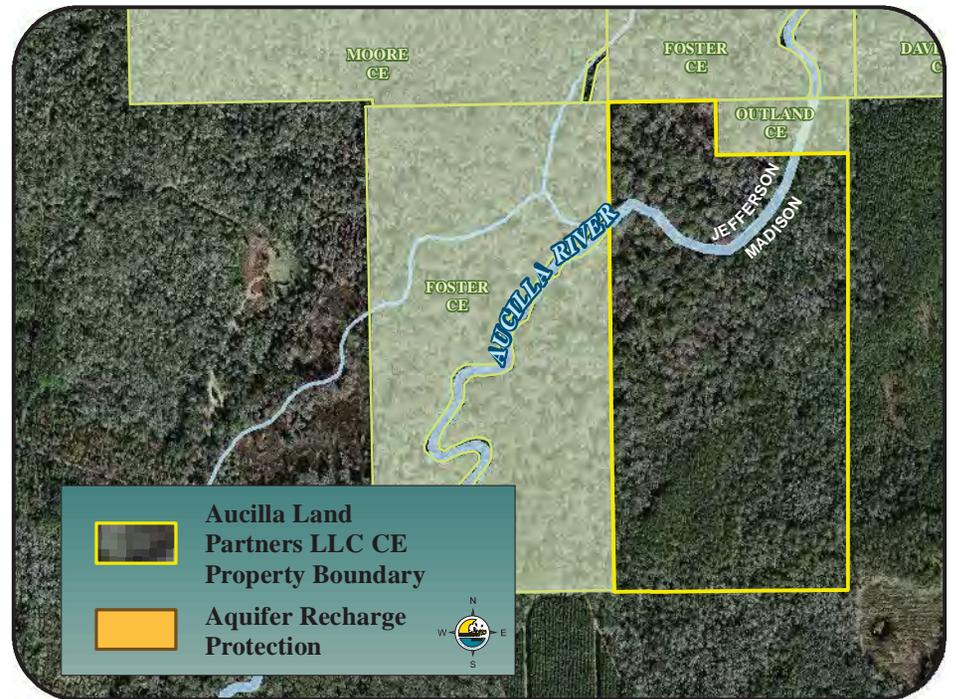
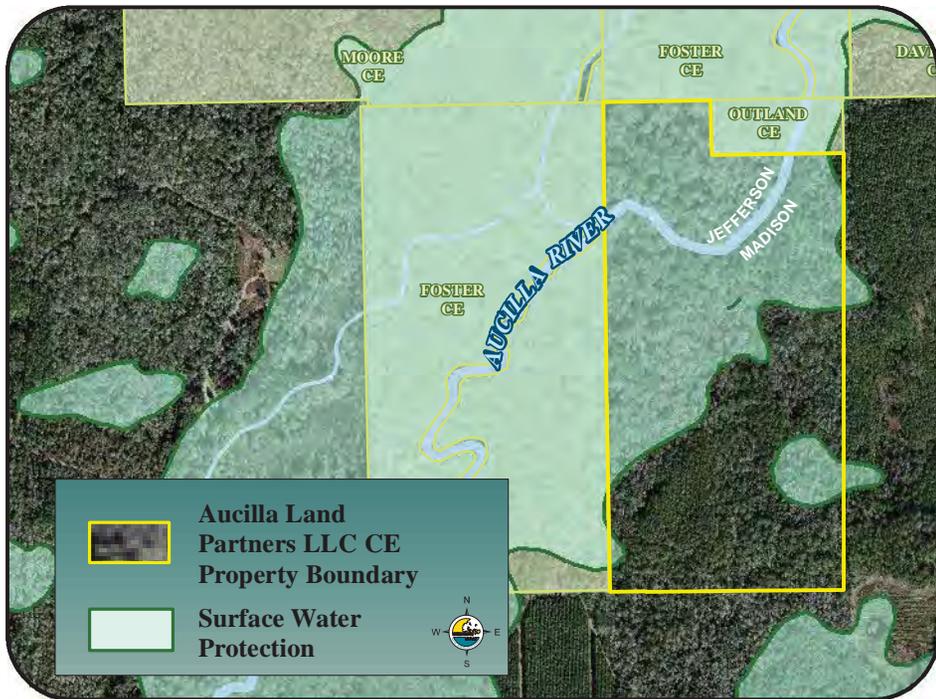
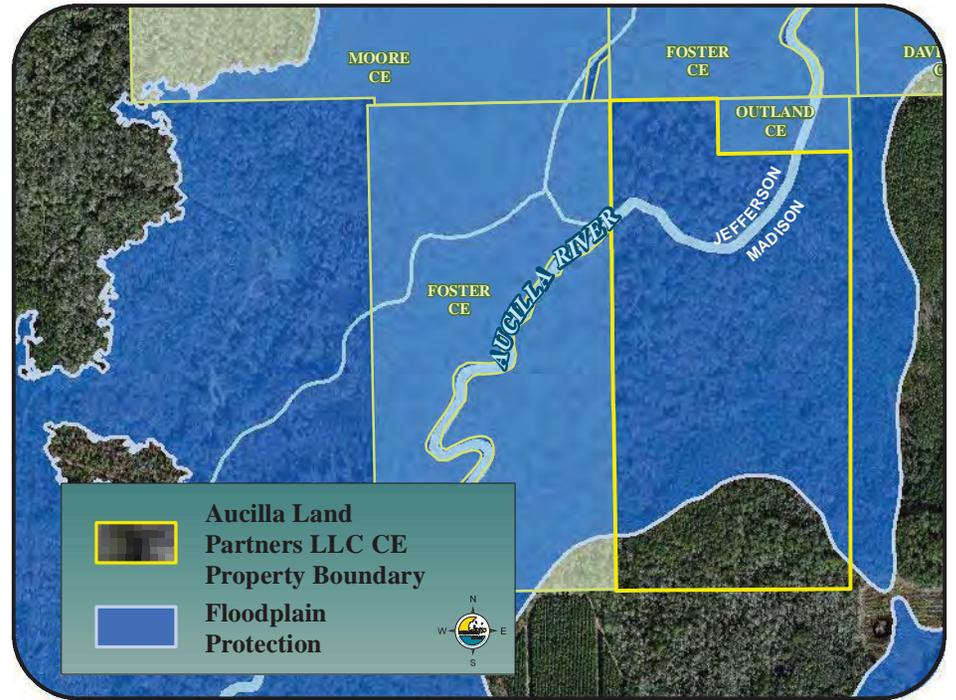
-  Project Boundary = 75 Acres
-  SRWMD Conservation Easement Lands
-  Rivers & Streams



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. Madison 2010 NC 1FT Imagery.



PM: RR
GIS: GH
GB: 06/2012



PARCEL ASSESSMENT SUMMARY

TRACT: Lamont and Mt. Gilead

SELLER: Suwannee River Water Management District

COUNTY: Madison and Jefferson

RIVER FRONTAGE: 6,442 feet (1.22) miles

ACREAGE: 114 acres +/-

WATER RESOURCE PROTECTION:

Floodplain: 95% (108 acres)

Surfacewater: 96% (110 acres)

Aquifer Recharge: 0%

Springs Protection: 0%

TRACT DESCRIPTION: The tract is bordered on its north boundary by the 283-acre Champion conservation easement. It was purchased as part of a larger multi parcel acquisition in 1988 from Container Corporation of America. It is predominately cypress and wetland floodplain forest along the east bank of the Aucilla River. The 28 acres west of the river is hardwood forest on slightly higher elevation.

ACCESS: The property is landlocked and has had no physically useable, legal access since the time of purchase.

OUTSTANDING INTERESTS: Clear title is reported at this time.

MANAGEMENT ALTERNATIVES: The primary management objective would be to maintain the District's floodplain protection lands along the Aucilla River. Under a conservation easement the forested floodplain would be perpetually protected from alteration or conversion.

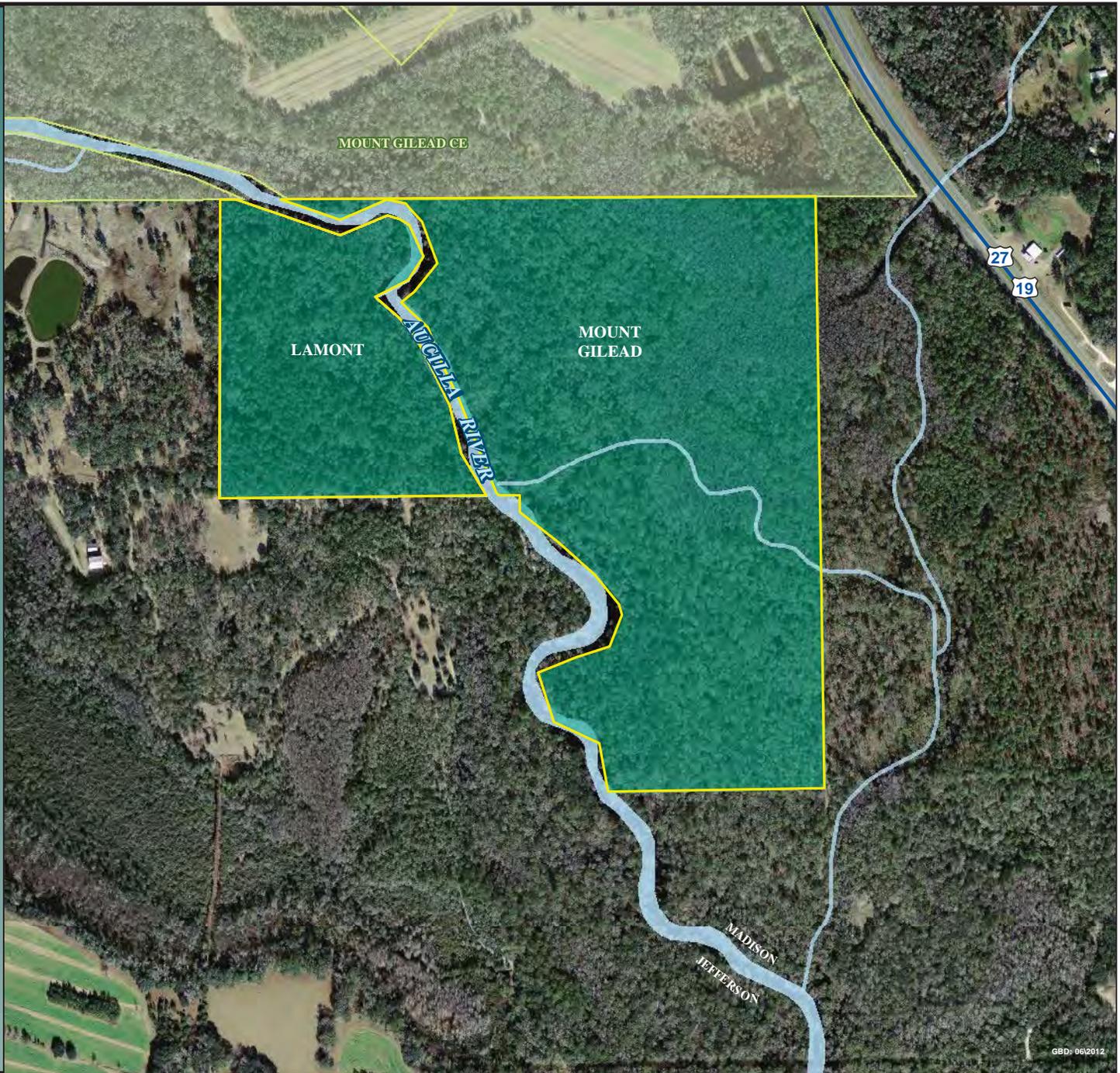
CURRENT ASKING PRICE: Owner's representative is seeking to exchange a fee interest in District land with a perpetual conservation easement retained by the District.

SRWMD District Exchange Parcel Jefferson & Madison Counties, Florida

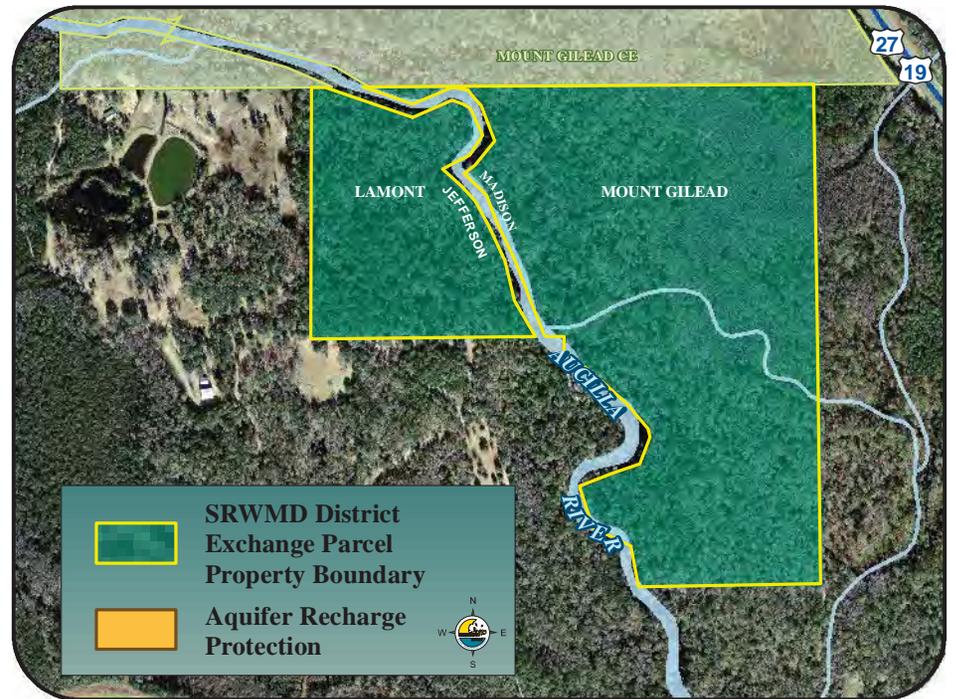
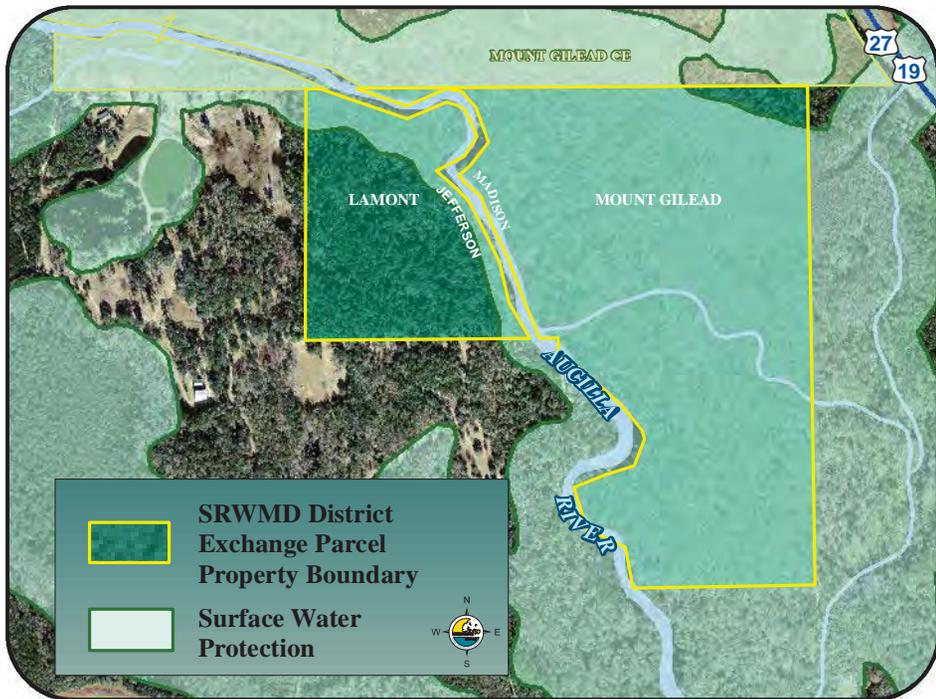
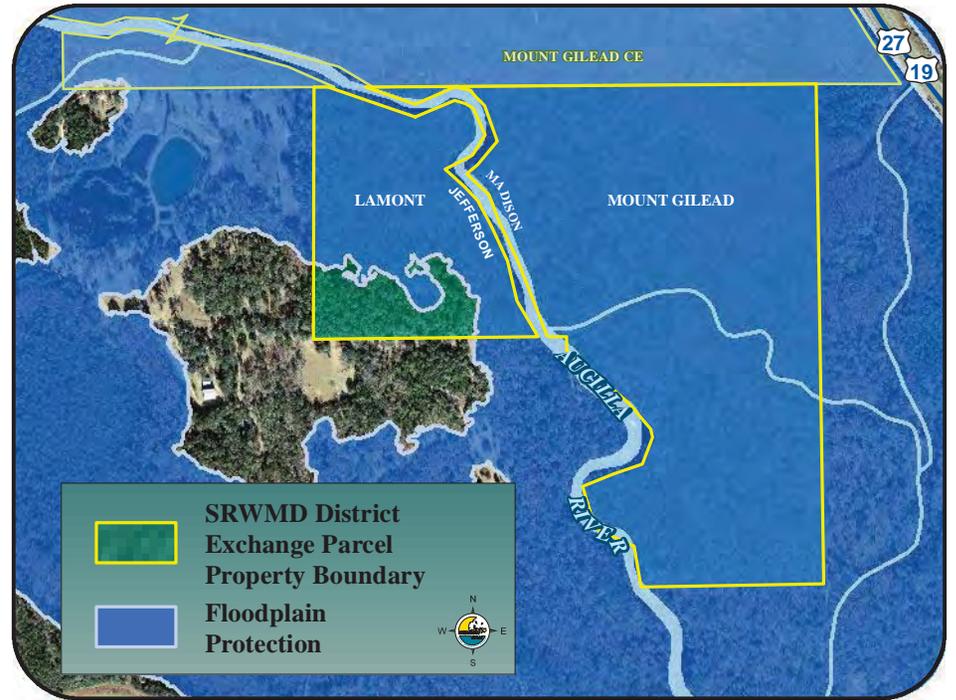
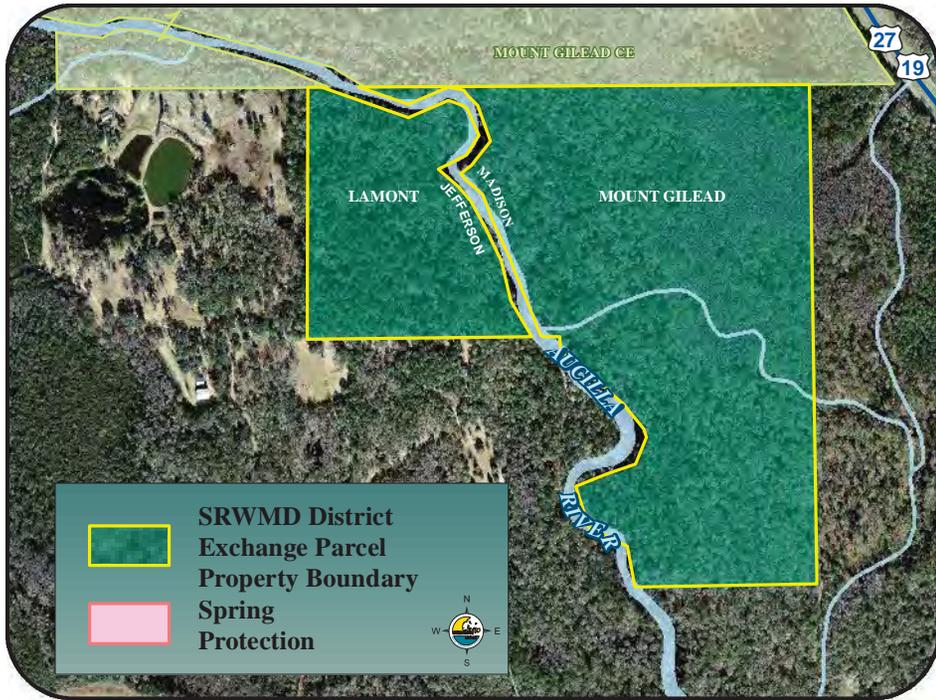
-  Project Boundary = 114 Acres
-  SRWMD Fee Lands
-  SRWMD Conservation Easement Lands
-  Rivers & Streams



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066. Madison 2010 IFT NC Imagery.



GBD: 06/2012



MEMORANDUM

TO: Governing Board

FROM: Glenn Horvath, Technical Program Manager

DATE: May 22, 2012

RE: Agreement with Florida Department of Environmental Protection (FDEP) for Land Use/Land Cover Data

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute an agreement with FDEP for Land Use/Land Cover Data Cost Share for an amount not to exceed \$10,000.

BACKGROUND

The Florida Department of Environmental Protection (FDEP) is updating land use and land cover data using recent aerial photography. FDEP has updated the land use and land cover data in the past using 2004 and 2006-2008 aerial photography. The data has been used to develop an understanding of the relationships between human activities, land surface physiography and water resources. Per FDEP, the District provided minimal funding in each update.

The total cost for this effort is \$250,000. Upon execution of the above-referenced proposed agreement and receipt of invoice from FDEP requesting such, the District shall pay FDEP \$10,000 toward the cost of this project. Additionally, no later than 30 days after completion of this project, FDEP shall deliver a copy of the updated land use and land cover data for the Suwannee River Water Management District area to the District. This data is available for use by the staff in programs such as Minimum Flows and Levels, Environmental Resource Permitting, Water Use Permitting, and Land Management.

Funds for this work are designated in the FY 2012 Budget. Please feel free to contact me if you would like additional information.

lgw

MEMORANDUM

TO: Governing Board
FROM: Melanie Roberts, Director of Mission Support
DATE: May 15, 2012
RE: Approval of Amendment in Reimbursement Payments to Close Out
Prior Education Reimbursement Program

RECOMMENDATION

Staff requests approval to amend the amount of reimbursement payments from \$11,500 to \$17,500 to close out the prior Education Reimbursement program.

BACKGROUND

In April 2012, the Governing Board approved implementation of a revised Education Reimbursement program under Governing Board Directive No. 12-0001. This revised Education Reimbursement program now includes annual and lifetime limits on education expenditures. It also allows for full reimbursement to the staff member upon proper completion of the college course they are enrolled in. The prior Education Reimbursement program had no annual or lifetime limits and reimbursement to the staff member was only one-half of the costs until the staff member had completed their degree.

To properly terminate the previous education reimbursement program, the Board approved \$11,500 in reimbursement payments to staff enrolled in the prior program. This was to cover the additional one-half of expenses that had not been paid to the staff enrolled.

In 2009, the District's accounting software became obsolete and was upgraded to a new system. The District has retained these older financial records but they are kept outside of our current system. District staff failed to review these files when computing the amount needed for Education Reimbursement. Since the April 2012 approval, staff has identified an additional \$6,000 needed for reimbursement payments to close out the prior education reimbursement program. Going forward, reimbursements will be made in full to staff for college classes, eliminating the possibility of this type of error in the future.

MEMORANDUM

TO: Governing Board

FROM: Melanie Roberts, Director of Mission Support

DATE: May 17, 2012

RE: Activity Report, Department of Mission Support

DATA MANAGEMENT:

- Staff worked diligently to load Real Estate spatial and tabular data into a DEP prepared geodatabase called Land Inventory Tracking System. All state agencies, water management districts and colleges were required by House Bill 1516 to provide this information to DEP.
- Water Use Permitting Staff started using the the new Water Use Permit and Reporting System on May 15.
- Staff continues to provide support to staff, other agencies, and the public through GIS requests, database needs, and records requests.

INFORMATION TECHNOLOGY AND COMMUNICATIONS:

- IT staff continues to provide support to staff, other agencies and the public through ongoing resolution of Help Desk tickets, scheduled system backups, and programming and database development and maintenance. New PC rollouts are nearing completion. Work is beginning on relocating our Internet service connection out from behind the State firewall.
- Communications staff continues to support the District's mission through timely website updates, press releases, water conservation outreach, and springs protection coordination.

ADMINISTRATION:

- Staff continues to work with legal counsel on the development of contracts and other agreements.
- Staff is continuing to develop the Fiscal Year 2013 budget.
- Staff verified the District's facility data in the state's Facility Inventory Tracking System that is now included in the Florida Solaris System.
- Staff is updating the Procedures Manual for Board approval by September 30.

MEMORANDUM

TO: Governing Board
FROM: Terry Demott, Senior Land Resource Coordinator
DATE: May 17, 2012
RE: Activity Report, Real Estate

The attached reports summarize the status of surplus activities, land acquisition activities, and conservation easement reviews for the preceding month. Please feel free to contact me with any questions. Staff will also be prepared to address any tracts of particular interest the Board may wish to discuss at the Governing Board meeting.

gal
007-0003

SURPLUS LANDS

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Bay Creek North	24	Columbia	02/1988	WMLTF	6/14/2010	7/12/2010	Fee entire tract \$60,720	
Owens Spring	77	Lafayette	03/1999	P2000	6/14/2010	7/12/2010	Fee entire tract \$277,200	Approval for sale on 6/12 agenda
Blue Sink	79	Suwannee	12/1988	WMLTF	6/14/2010	7/12/2010	Fee entire parcel \$281,600 40-acre parcels \$154,000	
Levings	69	Columbia	02/1998	WMLTF	6/14/2010	5/11/2011	Fee entire tract \$135,860	
Jennings Bluff	70	Hamilton	02/1989	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$215,600	Approval to negotiate with Hamilton County on 6/12 agenda
Adams South	60	Lafayette	05/1990	WMLTF	7/30/2010	8/16/2010	Fee entire tract \$191,400	Approval for sale on 6/12 agenda
Hunter Creek	120	Hamilton	09/2002	P2000		11/18/2010	Fee (3 parcels) \$343,200 Conservation Easement (3 parcels) \$243,100	
Steinhatchee Rise	42	Dixie	02/1996	P2000	8/27/2010	11/18/2010	Fee entire tract \$126,940 conservation easement \$97,020	
Timber River	1	Madison	03/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$10,780	
Falmouth North (8 lots)	6	Suwannee	04/1998	WMLTF	8/27/2010	11/18/2010	Fee entire tract \$52,030	
Wolf Creek	30	Jefferson	05/2009	FF	8/10/2011	11/10/2011	Fee or Conservation Easement (same price) \$64,350	Approved for sale on 5/8
Black	50	Madison	8/1991	P2000	5/1/2012		Fee entire tract \$92,500	Approved for sale on 5/8

SURPLUS LANDS

Tract Name	Acres	County	Acquired Date	Funding Source	Appraisal Date	Listing Date	Listing Price	Comments
Woods Ferry	29	Suwannee	12/1988	WMLTF	8/18/2011	11/10/2011	Fee entire tract \$71,830	
Cuba Bay	22	Jefferson	02/1996	P2000	8/10/2011	11/10/2011	Fee or Conservation Easement (same price) \$42,350	
Perry Spray Field	248	Taylor	9/2001	WMLTF	Approved in July			Appraisal has been ordered
Chitty Bend East	20	Hamilton	12/1988	WMLTF	11/2/11	11/29/11	Fee two 10-acre tracts for \$26,400 each	
Chitty Bend West	121	Madison	12/1988	WMLTF	11/2/11	11/29/11	Fee entire tract \$279,510	
Gainesville Recreation Site/Buck Bay	60	Alachua	12/15/1999	P2000	3/1/2012			Discussions continuing with City of Gainesville
Alligator Lake	43	Columbia	8/10/2001	P2000	Approved in July			Discussions continuing with Columbia Co.

WMLTF=Water Management Lands Trust Fund; P2000=Preservation 2000; FF= Florida Forever Trust Fund

ACQUISITION

OWNER	PROJECT NAME	ACRES	COUNTY	COMMENTS
Azure Properties	McAlpin Landing Addition	220	Hamilton	Timber valuation and land appraisal bids have been received and the work is being scheduled.
Nyman, George & Sharon	Suwannee River Oaks CE	312	Gilchrist	Preparation of the easement document is in progress.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Zellwin Farms, Inc.	Jennings Bluff	Save Our Rivers	362	2/1/1989	Hamilton	Recreation	4/2012	Maintained as originally agreed.
Geraldine Livingston Foundation	Dixie Plantation	P-2000 Bonds	8,902	2/18/1999	Jefferson	Forestry, Recreation	4/2012	Continues to be used for timber and hunting. Longleaf pine planted each year and prescribed fire used.
Bailey, Donald and Margaret	Bailey/Cuba Bay Exchange	Save Our Rivers	164	2/12/2002	Jefferson	Agriculture, Forestry	4/2012	No variation in land use. Remains in full compliance.
Sheppard, Derwood and Susan	Manatee Springs Addition	Florida Forever Bonds	120	2/8/2008	Levy	Recreation	3/2012	No change. Owner says it was used very little in the last year.
Sanders, Thomas and Sylvia	Mill Creek	P-2000 Bonds	339	12/6/2000	Hamilton	Recreation, Agriculture	3/2012	Members of the Sanders family are primarily hunters, but keep the property well maintained. No cattle this year.
Moore, Madeline	Moore	Florida Forever Bonds	115	12/23/2002	Jefferson	Forestry, Recreation	3/2012	CE remains in compliance, with wetlands preserved.
Harrell, Curtis and Matthew	Falmouth Addition	P-2000 Bonds	912	10/6/1999	Suwannee	Agriculture, Recreation	3/2012	Fields are in hay production on date of inspection. Preserved areas remain as is. No encroachment. Cabins in place.
Florida Sheriffs Youth Ranches, Inc.	Youth Ranches (I and II)	P-2000 Bonds	550	5/7/1997 and 1/2/1996	Suwannee	Recreation	3/2012	All areas are for recreation purposes only. Boys Ranch personnel repainted the entire perimeter this year. Horseback riding by Ranch residents remains a major use.
Santa Fe River Hammock, L.L.C.	Santa Fe River Hammock	P2000 - Sandlin Bay VFI Resale	167	1/31/2011	Bradford	Forestry, Recreation	2/2012	This is a new CE this year with a management plan in place.
Platt, Cody and Carol	Aucilla Addition	P-2000 Bonds	274	12/29/1999	Jefferson	Forestry, Recreation	2/2012	New owners are well aware of CE terms. Have completed residence. Plan to mark boundaries and fire lines.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Loncala, Inc.	Monteocha Creek	Save Our Rivers	951	11/30/2001	Alachua	Forestry, Recreation	2/2012	Four ages of slash pine. Good management plan. No harvesting planned in next 12 months.
Loncala, Inc.	Loncala Gilchrist	P-2000 Bonds	913	8/31/1999	Gilchrist	Forestry, Recreation	2/2012	Property remains as agreed to in CE. Loncala intensely manages pine plantations with hunting leases.
Chinquapin Farm, L.L.C.	Chinquapin Farm	P-2000 Bonds	640	12/30/2009	Columbia	Recreation, Forestry	2/2012	Continues to be used primarily for quail hunting. Only a few selected trees are harvested.
Chinquapin Farm, L.L.C.	Chinquapin Farm	P-2000 Bonds	5,710	12/30/2009	Suwannee	Recreation, Forestry	2/2012	Preserved areas remain intact. No additional building has occurred this year. Some illegal dumping was found.
Champion, Roger and Donna	Mount Gilead	Florida Forever Bonds	180	8/19/2009	Madison	Forestry, Recreation	2/2012	Continues to be maintained primarily for hunting.
The Campbell Group	California Swamp	Save Our Rivers and P-2000 Bonds	32,134	10/1/2001	Dixie	Forestry, Recreation	1/2012	Remains managed for pine timber and hunting with updated management plan. Wetlands undisturbed.
Feagle, Ronald and Dorothy	Bonnet Lake	Florida Forever Bonds	433	1/27/2010	Columbia	Recreation, Forestry	1/2012	Longleaf pine planted and preserved area remains as is with hunting only.
Tisdale, Robert	Manatee Springs Addition	Florida Forever Bonds	83	11/16/2007	Levy	Recreation	12/2011	No change. Used for hunting only.
Ragans, Hoyt & Betty Jo	Ragans Jefferson	Florida Forever Bonds	169	12/28/2007	Jefferson	Forestry, Recreation	12/2011	Preserved areas remain as agreed in CE. Slash pine plantations remain well managed.
Ragans, Hoyt & Betty Jo	Ragans Madison	Florida Forever Bonds	585	12/28/2007	Madison	Forestry, Recreation	12/2011	No variations to agreement were noted. The property is well secured.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Layman, Chris & Kristine	Walker Springs	Florida Forever	167	12/30/2011	Jefferson	Forestry, Recreation	12/2011	Most recent CE purchase. No changes.
Bailey Brothers, Inc.	Bailey Brothers	P-2000 Bonds	16,522	8/24/2000	Dixie	Forestry, Recreation	12/2011	Used for forestry, hunting and cattle. Remains as agreed. Feral hog population is declining.
McEnany, Michael and Leanne	McEnany	Florida Forever Bonds	1,104	11/16/2007	Levy	Recreation, Forestry	11/2011	Property remains as agreed. Some culverts and water management recommended.
Loncala, Inc.	Loncala Hamilton	P-2000 Bonds	1,141	8/31/1999	Hamilton	Forestry, Recreation	11/2011	Forestry BMP survey was 100% in compliance. Remains in slash pine rotation. Wetlands preserved.
Hinson's Broward Properties, Inc.	Hinson	Florida Forever	647	9/28/2007	Columbia	Forestry, Recreation	11/2011	314 acres of slash pine remain with PCA until 2022. New owners remain in full compliance with CE.
Hale, Martha and Carter, Russell	Russell Carter	Florida Forever Bonds	585	9/28/2007	Columbia	Forestry, Recreation	11/2011	362 acres of pre-merchantable slash pine still with PCA. Wetlands remain intact. No changes.
Usher Family Trust	Manatee Springs Addit.	Florida Forever Bonds	2,022	8/17/2004	Levy	Forestry, Recreation	10/2011	Upland slash pine plantations are being clearcut for another rotation. Small area of cogon grass.
Plum Creek Timberlands	Waccassa Gulf Hammock	P-2000 Bonds	21,300	12/15/2000	Levy	Forestry, Recreation	8/2011	Slash pine continues to be managed with wetlands untouched. Bill Schlitzkus is new manager.
Drummond, Graham Luther	Manatee Springs Addition	FDOT Mitigation and Florida Forever	543	5/29/2003	Levy	Recreation, Forestry	8/2011	Longleaf pine and sawtooth oak growing well. Roads are well maintained for hunting.
Suwannee River Development, L.L.C.	Ace Ranch	Florida Forever Bonds	681	9/16/2010	Lafayette	Agriculture, Forestry	7/2011	Planted in peanuts with no irrigation used. Wetlands remain as is.

CONSERVATION EASEMENT REVIEW

Owner	Project Name	Funding	Acres	Closing Date	County	Land Use	Last Inspection Date	Comments
Strickland Field, L.P.	Strickland Field	P-2000 Bonds	3,822	7/7/2000	Dixie	Forestry	7/2011	Continues to be managed for forestry purposes. Wetlands intact as agreed.
Meeks, David & Sarah	Manatee Springs Addition	FDOT Mitigation Escrow	370	5/29/2003	Levy	Recreation, Forestry	7/2011	Slash pine plantations have been thinned this year. In compliance with CE.
Mann, Jack & Loy Ann	Manatee Springs Addition	FDOT Mitigation Escrow	590	5/29/2003	Levy	Recreation, Forestry	7/2011	Maintained primarily for hunting. Advised that slash pine plantations need thinning.
Red Hills Land Company	Foster	Florida Forever Bonds	163	3/25/2002	Jefferson	Forestry, Recreation	6/2011	No changes in easement since purchase.
Plum Creek Timberlands	Manatee Springs Addit. Oak Hammock	Florida Forever Bonds	4,588	8/31/2002	Levy	Forestry, Recreation	6/2011	Continues to be managed for slash pine rotation. Preserved area remains as is.
Plum Creek Timberlands	Manatee Springs Addit. Suwannee Swamp	Florida Forever Bonds	12,797	3/28/2002	Levy	Forestry, Recreation	6/2011	Continues to be managed for slash pine. Preserved wetland areas remain.
Plum Creek Timberlands	Gainesville Wellfield	P-2000 Bonds	3,084	12/15/1999	Alachua	Forestry, Recreation	6/2011	This property is primarily used for forestry activities. GRU has wells and maintained roads. Wetlands intact.
Plantations at Deep Creek, L.L.C.	Deep Creek Exchange	Save Our Rivers	1,038	5/12/2006	Columbia	Forestry, Recreation	6/2011	New owners are using the property as a wildlife refuge. Forests remain well maintained.
Jackson, Kevin and Patrice	Jackson	Florida Forever Bonds	171	6/23/2010	Lafayette	Agriculture, Forestry	6/2011	Planted in peanuts this year. No irrigation used. Harvesting pine straw.
Davidson, Dr. C. Linden	Davidson	P-2000 Bonds	225	4/18/2002	Jefferson	Forestry, Recreation	6/2011	No changes this year. Food plots, fences and gates are well maintained.
Newberry, City of	Newberry Wellfield	P-2000 Bonds	40	2/21/2001	Alachua	Recreation	5/2011	Remains used for sports.

PCA = Packaging Corporation of America, CE = Conservation Easement

Suwannee River Water Management District

Governing Board Materials

Water Supply and Resource Management

The following materials have been reviewed and approved for distribution to the Governing Board and the public.

Director of Water Supply and
Resource Management

Assistant Executive Director

Executive Director

MEMORANDUM

TO: Governing Board

FROM: Brian Kauffman, Professional Engineer

DATE: May 24, 2012

RE: Authorization to Apply for FEMA's FY 2012 Risk MAP Program

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to apply for and enter into an agreement with the Federal Emergency Management Agency (FEMA) to receive \$1,220,790 to administer the Risk MAP Program for FEMA's Fiscal Year 2012.

BACKGROUND

The Suwannee River Water Management District has been a Cooperating Technical Partner with FEMA for many years. As such, FEMA provides funds to the District to help administer the Risk MAP (Mapping, Assessment and Planning) Program. When this program started, its primary purpose was to convert the old paper floodplain maps to digital copies. Now the focus is on enhancing the digital maps with better data and developing better tools to evaluate the risk of flooding. The District's Strategic Plan includes the partnership with FEMA as a priority.

With Governing Board approval, funds for FEMA's FY 2012 Risk Map Program will be included in the District's FY 2014 budget and will be used to develop risk map products for the Coastal Rivers Basin and provide discovery in the Waccasassa Basin. FEMA has budgeted \$1,220,790 for work in this region and will reimburse the District monthly for all expenses including district staff time. Staff will request authorization from the Governing Board in FY 2013 to contract with prequalified engineering firms to complete the work.

/jl

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Senior Land Resources Manager
DATE: May 24, 2012
RE: Contract with Superior Forestry Services, Inc., for FY 2013 Tree Planting Services

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a contract with Superior Forestry Services, Inc., for an amount not to exceed \$13,000 for tree planting services.

BACKGROUND

Request for Proposals (RFP) 11/12-026 for interplanting tree services was released on April 12, 2012. Interplanting is planting tree seedlings by hand between existing surviving trees to increase overall stocking.

Based on this year's seedling survival checks (for seedlings surviving one year post planting), the Cabbage Creek site (258 acres) had 196 trees per acre and Mattair Springs site (84 acres) had 179 trees per acre. Interplanting will be conducted to augment these areas (342 total acres) with longleaf pine tree seedlings so the final stocking rate is approximately 600 trees per acre, which is within the desired range for young plantations.

Along with references and previous work history, the RFP requested per-acre rates for hand planting of containerized longleaf pine and bare-root slash pine seedlings. The per-acre rates were to include all expenses needed to complete the scope of work. Enclosed in the RFP were planting standards, a scope of work for the project sites, and project area maps. The proposers had the opportunity to visit each site using maps provided in the RFP.

Members of the Selection Committee composed of Tim Sagul, Brian Kauffman and Terry Demott met and ranked the top three firms. The table below indicates the top three firms, their ranking, and the proposed rates.

Ranking	Firms	Planting Type (cost per acre)	
		Hand Plant Cont. Longleaf Pine	Hand Plant Bare-root Slash Pine
#1	Superior Forestry Services, Inc.	\$35.94	\$38.45
#2	Forestree Network Services, LLC	\$48.00	\$44.00
#3	Facilities Supply and Service, Inc.	\$70.00	\$65.00

Five firms submitted proposals for interplanting tree services. Below is a table showing firms and their associated business location based on the response form.

Firm	City
Facilities Supply and Service, Inc.	Keystone Heights, FL
Forestree Network Services, LLC	Roanoke, AL
Summitt Forests	Ashland, OR
Superior Forestry Services, Inc.	Tilly, AR
Superior Timber & Land Mgt	Lake City, FL

The principal for Superior Forestry Services, Inc., is John W. Foley. Funds for these services will be budgeted in the FY2013 budget and are contingent upon final budget adoption by the Governing Board.

gal
RFP 11/12-026

MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Senior Land Resources Manager
DATE: May 24, 2012
RE: Agreement with North Florida Reforestation Services, Inc., for Mallory Swamp Fireline Rehabilitation Services

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute a contract with North Florida Reforestation Services Inc. for an amount not to exceed \$27,545.55 for fireline rehabilitation services on the Mallory Swamp Tract in Fiscal Year 2012.

BACKGROUND

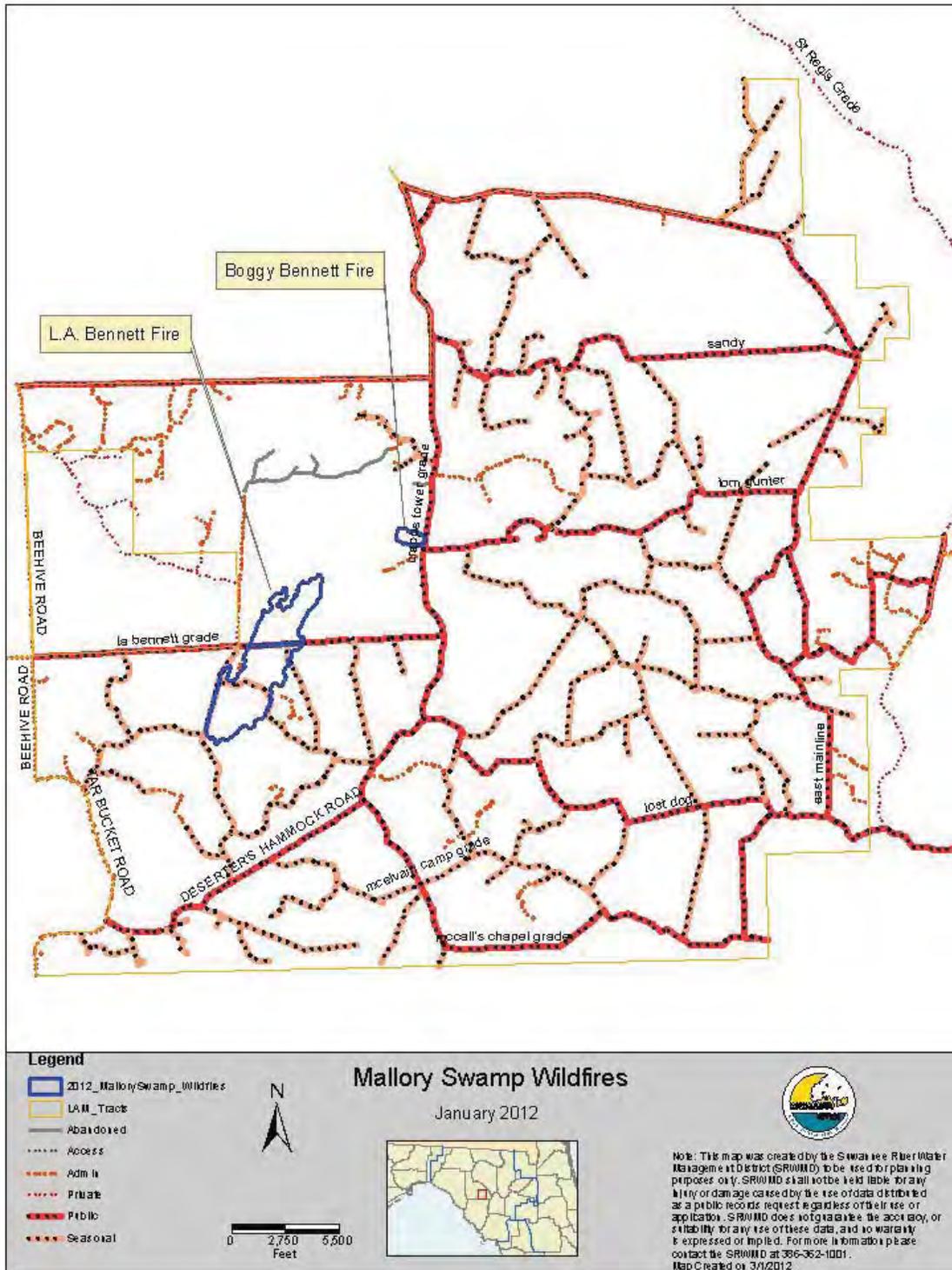
In January 2012 two separate wildfires occurred on the Mallory Swamp Tract in Lafayette County. Many of the containment lines installed by the Florida Forest Service to control these fires were installed through wetlands. Linear mounds of soil and vegetation were created that will alter the natural flow of water in this area. Rehabilitation work will consist of leveling these mounds back to natural grade. The extent of the work area is approximately seven miles.

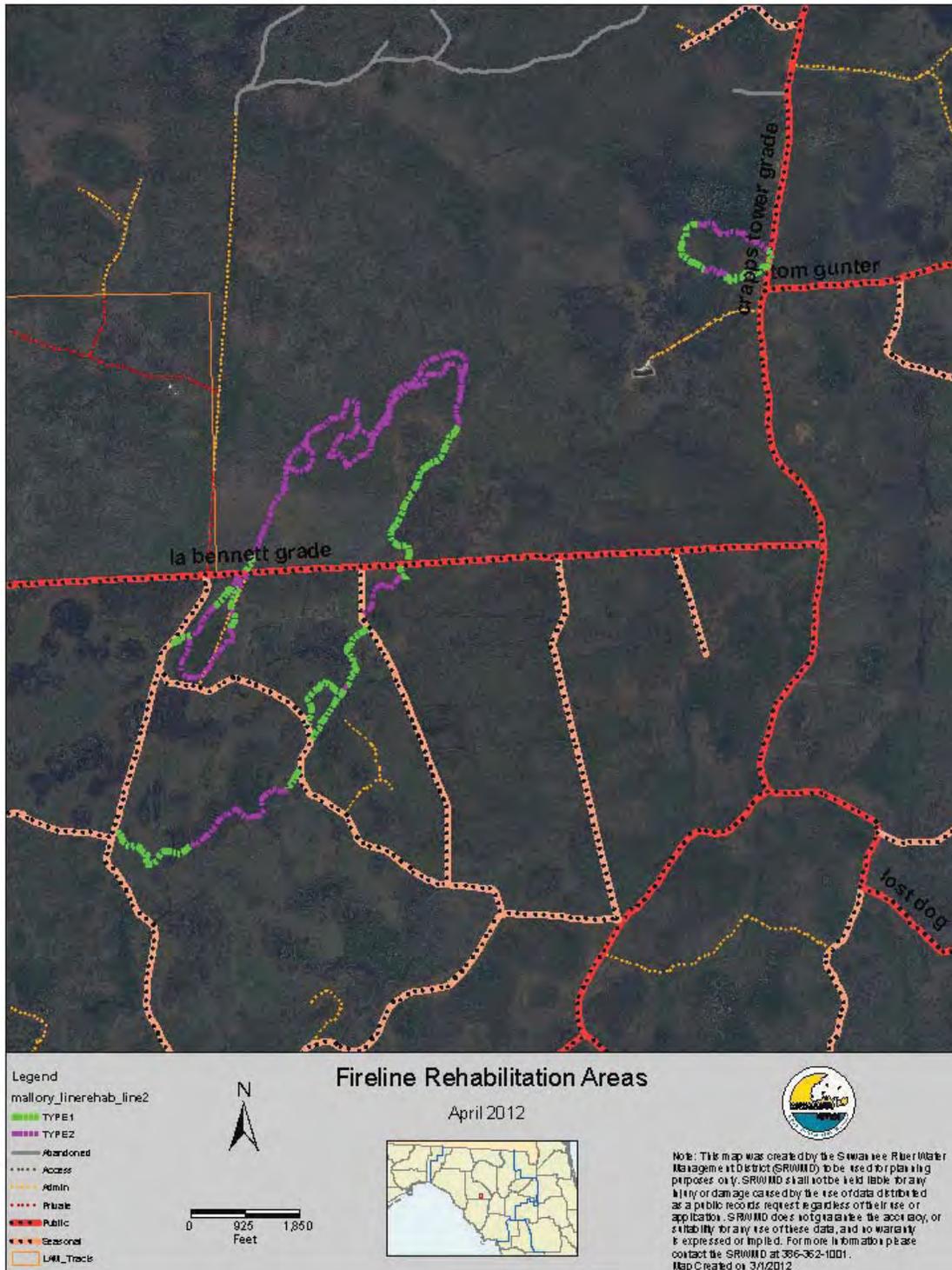
Based on the responses to Request for Bids 11/12-029, staff is seeking authorization to enter into a contract with North Florida Reforestation Services Inc. to complete this fireline rehabilitation project.

FIRM	Owner	Location	Northern Work Area	Southern Work Area	Total Project
North Florida Reforestation Services Inc.	Avery Roberts	Lake Butler, FL	\$18,780.00	\$12,450.00	\$27,545.55
J.D. Sunny Isle Inc.	Jason Wadsworth	Palm Bay, FL	\$23,272.73	\$15,709.09	\$36,485.00
Santa Cruz Construction Inc.	John Rodriguez	Merritt Island, FL	\$27,000.00	\$18,225.00	\$49,225.00
Wildland Fire Services Inc.	Doug Williams	Tallahassee, FL	\$33,000.00	\$24,000.00	\$57,000.00
The Forestry Company Inc.	Don Curtis	Perry, FL	\$44,500.00	\$24,200.00	\$66,000.00

Principals for North Florida Reforestation Services Inc. are Avery Roberts and Linda C. Boles. Funding for this contract is included in the Fiscal Year 2012 budget.

gal





MEMORANDUM

TO: Governing Board
FROM: Bob Heeke, Sr. Land Resource Manager
DATE: May 30, 2012
RE: Hunting Lease on Mud Swamp Tract

RECOMMENDATION

Staff recommends approval and execution of Resolution 2012-17 and authorization for the Executive Director to execute the Mud Swamp Hunting Lease with Bryan W. Ward for \$16,929.

BACKGROUND

On May 3, 2012, staff released Request for Bids (RFB) 11/12-030 LM for exclusive recreational rights, including hunting and fishing, on the 836-acre Mud Swamp Tract in Alachua and Bradford Counties.

The intent to lease was advertised three times each in the *Bradford Telegraph* and *Gainesville Sun* as required by law. A news release was sent to papers of local distribution, and the information has been available on the District website as well as *Woods 'n Water* website (a magazine and website devoted to hunting and fishing).

Responses were due to the District by 12:00 noon on May 29, 2012. Four responses were received as shown below:

Bidder	Bid	City
Bryan W. Ward	\$16,929.00	Brooker, FL
Alex Pemberton	\$10,032.00	St. Petersburg, FL
Chad E. Thomas	\$8,778.00	Bell, FL
Daniel Pinkston	\$6,300.00	Williston, FL

Copies of the resolution and hunt lease are attached.

gal
RFB 11/12-030 LM

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

RESOLUTION NO. 2012-17

RESOLUTION OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT APPROVING A LEASE OF
PROPERTY TO A PRIVATE PARTY

WHEREAS, the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, an agency of the State of Florida (hereinafter the "DISTRICT") was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (hereinafter called the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, the DISTRICT owns certain real property; and,

WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT to lease a certain tract of real property (the "PROPERTY"), which is shown on the lease (the "CONTRACT"), a copy of which is attached hereto as an Exhibit "A"; and,

WHEREAS, Section 373.093, Florida Statutes, authorizes the DISTRICT to lease real property provided certain requirements are met; and,

WHEREAS, such statutory requirements have been met and the GOVERNING BOARD wishes to enter into the CONTRACT and lease the PROPERTY as set out therein.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Suwannee River Water Management District as follows:

1. The above recitals are incorporated herein as a part hereof.
2. The CONTRACT is hereby approved.
3. The lease of the PROPERTY as set out in the CONTRACT meets the requirements of Section 373.093, Florida Statutes as follows:
 - A. The lease of the PROPERTY as provided in the CONTRACT is consistent with the purposes for which the PROPERTY or any interest in PROPERTY was acquired.
 - B. The lease of the PROPERTY as provided in the CONTRACT is for the best price and terms obtainable.

C. A notice of intention to lease was published in a newspaper published in the county in which the PROPERTY is situated once each week for 3 successive weeks, the first publication of which was not less than 30 nor more than 90 days prior to the date this resolution was approved. The notice of intention to lease set forth the time and place of leasing and a description of the PROPERTY.

4. The Chair and Secretary of the GOVERNING BOARD, the Executive Director of the DISTRICT, the GOVERNING BOARD attorney and all other officers and employees of the DISTRICT are hereby authorized and directed to do all things necessary to complete the transaction contemplated in the CONTRACT, including, without limitation, execute, on behalf of the DISTRICT, all documents reasonably required thereby.

PASSED AND ADOPTED ON MOTION, SECOND AND AN AFFIRMATIVE VOTE OF THE GOVERNING BOARD, THIS _____ DAY OF _____, 2012.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD

MEMBERS OF THE BOARD:

DON QUINCEY, CHAIR
ALPHONAS ALEXANDER, VICE CHAIR
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
HEATH DAVIS
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS

ATTEST:

HUNTING LEASE
(DISTRICT Leasing to Private Entity)

THIS HUNTING LEASE, is made and entered into as of its EFFECTIVE DATE, by and between the DISTRICT and the LEASEHOLDER and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

(The first definitions are listed out of alphabetical order as they will need to be changed from lease to lease.)

LEASEHOLDER shall mean: Name: BRYAN W. WARD
Address: 15100 SW C.R. 231
BROOKER, FL 32622
Phone: (352) 605-5304 / (352) 485-1844

PAYMENT shall mean: \$ 20.25 PER ACRE / TOTAL OF \$ 16,929.00

ARCHERY SEASON shall mean the yearly season for hunting called "Archery Season" set by the Florida Fish and Wildlife Conservation Commission and which is applicable to the PROPERTY.

DISTRICT shall mean the Suwannee River Water Management District, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

EFFECTIVE DATE shall mean the date this LEASE is fully executed by all parties and approved by written resolution of the Governing Board of the DISTRICT.

HUNTING AND FISHING shall mean the recreational, non-commercial, taking of those species of wildlife, fowl and fish allowed by law, in the quantities allowed by law and by and through those methods allowed by law.

LEASE shall mean this "Hunting Lease".

LEASEHOLDERS GUESTS shall mean all natural persons present on the PROPERTY with and by the permission of the LEASEHOLDER.

MAXIMUM NUMBER OF LEASEHOLDERS GUESTS shall mean a total of 14 persons.

PAYMENT DUE DATE shall mean 15 days after the EFFECTIVE DATE.

PROPERTY shall mean that certain parcel of real property as shown on the drawing attached hereto as Exhibit "A".

SPRING TURKEY SEASON shall mean the yearly season for hunting called "Spring Turkey Season" set by the Florida Fish and Wildlife Conservation Commission and which is applicable to the *PROPERTY*.

TERM shall mean the period of time commencing at noon on the date 30 days prior to the first day of the *ARCHERY SEASON* next following the *EFFECTIVE DATE* and ending at noon on the date 30 days after the last day of the *SPRING TURKEY SEASON* next following the *EFFECTIVE DATE*, inclusive.

2. **LEASE OF PROPERTY**: During and throughout the *TERM*, the *DISTRICT* shall lease the *PROPERTY* to the *LEASEHOLDER* and the *LEASEHOLDER* shall lease the *PROPERTY* from the *DISTRICT*.
3. **LEGAL AUTHORITY FOR THIS LEASE**: This *LEASE* is authorized and entered into under the provisions of Section 373.093, Florida Statutes and Rule 40B-9.145, Florida Administrative Code. The parties understand that compliance with the above provisions of law is a condition precedent to the *DISTRICT*'s obligations hereunder.
4. **PAYMENT**: The *LEASEHOLDER* shall pay the *PAYMENT* to the *DISTRICT* as payment for the rights given it under this *LEASE*. The *PAYMENT* shall be paid in cash (by local certified check or wire transfer) no later than the *PAYMENT DUE DATE*.
5. **PERMITTED USES OF THE PROPERTY**: During the *TERM*, the *LEASEHOLDER* may use the *PROPERTY* for *HUNTING AND FISHING* and in doing so may also:
 - 5.1 Place temporary tree stands and other temporary structures on the *PROPERTY* at such places as approved, in advance and in writing, by the *DISTRICT*. Such structures shall not be permanently affixed to or damage the *PROPERTY* (including, without limitation, trees). A minimal amount of trimming of the branches of trees as necessary to facilitate the placement and usage of tree stands shall not be considered damages to the trees.
 - 5.2 Place and maintain game cameras on the *PROPERTY*, provided that such game cameras are not permanently affixed to and do not cause damage to the *PROPERTY* (including, without limitation, trees).
 - 5.3 Access, traverse and remain on the *PROPERTY* through motor vehicles or otherwise at all reasonable times for the above purposes.
 - 5.4 Remain overnight and camp on the *PROPERTY* provided that:
 - 5.4.1 All campsites shall be maintained in a clean and orderly manner.

5.4.2 All camping shall be done through the use of temporary structures, including but not limited to tents, recreational vehicles, and similar vehicles and structures.

5.4.3 Electrical, water, garbage and sewer/wastewater service shall not be provided. All electrical service and water used for camping shall be brought into the PROPERTY and all garbage and wastewater / brown water shall be removed from the PROPERTY and disposed of as allowed by law.

5.5 Permit the LEASEHOLDERS GUESTS to do any of the above.

6. **NON-PERMITTED USES OF THE PROPERTY:** During the TERM, the LEASEHOLDER shall not:

6.1 Do any act which may set fire to any part of the PROPERTY or unreasonably increase the risk of wildfire on the PROPERTY. (The LEASEHOLDER shall use its best efforts to suppress any fire that occurs on the PROPERTY during the term of this LEASE. Further, the LEASEHOLDER shall promptly notify the DISTRICT in the event of any fire on the PROPERTY.)

6.2 Allow dogs used for the chasing or taking of wildlife or fowl to leave the PROPERTY in the pursuit of wildlife or fowl.

6.3 Do any act which annoys or interferes with the property rights of any owner of real property adjacent to the PROPERTY.

6.4 Erect any permanent structure on the PROPERTY at any time.

6.5 Erect any temporary structure (including tree stands) without the prior written approval of the DISTRICT.

6.6 Drive nails, spikes, screws, bolts, or any other metal object into any tree on the PROPERTY.

6.7 Use any motor vehicle on any portion of the PROPERTY except the existing roads shown on Exhibit "A".

6.8 Damage, cut, injure, or destroy any trees, crops, roads, fences, buildings, or other improvements located on the PROPERTY. (LEASEHOLDER shall fully compensate the DISTRICT for any damage to the above, as determined by the DISTRICT.)

6.9 Fail to observe and follow all local, state, and federal laws or allow any person who fails to observe and follow such laws to remain on the PROPERTY. (Should LEASEHOLDER observe any illegal activity on the PROPERTY, it shall report such activity to the DISTRICT and the applicable law enforcement agency

immediately, and take immediate steps to cause such illegal activity to cease and desist.)

6.10 Engage in HUNTING AND FISHING on the PROPERTY without first obtaining all required licenses and permits from all applicable governmental authorities.

6.11 Take any wildlife, fowl or fish in excess of bag limits established by law.

6.12 Take any wildlife, fowl or fish outside of the season for taking the same, as established by law.

6.13 Engage in the taking of wildlife, fowl or fish for any non-recreational or commercial purpose.

6.14 Transport live wildlife, fowl or fish off of the PROPERTY.

6.15 Release any live wildlife, fowl or fish on the PROPERTY.

6.16 Release any live plants, animals, birds or fish on the PROPERTY.

6.17 Plant any seeds on the PROPERTY.

6.18 Use or store any fertilizer, herbicide or pesticide on the PROPERTY.

6.19 Alter, disturb or collect any plants, minerals, rocks, soil, fill or artifacts and transport the same off of the PROPERTY.

6.20 Use the PROPERTY in any manner which might interfere with the rights of the DISTRICT, its agents, assigns, contractors and/or employees to cut and remove any trees or stumps from the PROPERTY.

6.21 Interfere with any easements or right-of-ways for power, telephone, telegraph, and gas lines, mains, or cables; or with any easements or right-of-ways for highways, railroads, or drainage structures; or with any activities associated with oil, gas, or mineral leases; or with any conveyances shown in the public records of the county where the PROPERTY is located or evidenced by possession or use.

6.22 Possess or consume alcoholic beverages of any kind on the PROPERTY.

6.23 Harm any dam, impoundment, works, water control structure, road, or DISTRICT-owned facilities or equipment.

6.24 Leave or allow others to leave litter, garbage or other waste of any kind on the PROPERTY.

6.25 Allow any of the LEASEHOLDERS GUESTS to engage in any of the above activities prohibited to the LEASEHOLDER.

7. **MAXIMUM NUMBER OF LEASEHOLDERS GUESTS:** At no time shall the number of LEASEHOLDERS GUESTS exceed the MAXIMUM NUMBER OF LEASEHOLDERS GUESTS.
8. **DISTRICT SHALL CONTINUE TO MANAGE THE PROPERTY:** During the TERM, the DISTRICT shall continue to manage the PROPERTY, including without limitation, the right to cut and/or thin the timber located on the PROPERTY, use prescribed burning, plow and maintain firebreaks, maintain roads, fences and gates, and all similar or related activities. This LEASE shall not be construed to require the DISTRICT to consider HUNTING AND FISHING or the production of wildlife, fowl or fish in managing the PROPERTY. Further, the DISTRICT shall have no obligation to protect any wildlife, fowl or fish which may occur on the PROPERTY from injury or damage from natural causes, poaching or any other reason.
9. **DISTRICT MAY RESTRICT USE OF PROPERTY DUE TO WEATHER:** The DISTRICT reserves the right to restrict the LEASEHOLDER's and/or LEASEHOLDERS GUESTS' use of the PROPERTY, and the rights granted herein if, in the sole judgment of the DISTRICT, weather conditions create an unacceptable hazard to the PROPERTY or persons thereon. Examples of such hazards include, without limitation, wildfire, flooding, storm damage, tornado, hurricane and downdraft.
10. **LEASEHOLDER'S USE TO BE EXCLUSIVE:** During the TERM, except for the access given to the LEASEHOLDER under this LEASE, there shall be no free public access to the PROPERTY, other than the following:
 - 10.1 All lakes, rivers and streams large enough for canoe traffic, which may be on or adjacent to the PROPERTY shall be open to the public. The shoreline of any such lakes, rivers and streams and inland from such shoreline 100 feet, shall also be open to the public.
 - 10.2 All of the DISTRICT's officers, employees, agents and contractors, and all local, state, and federal law enforcement officers shall have free access of the PROPERTY.
11. **SURRENDER OF PREMISES:** At the end of the TERM, regardless of whether or not the LEASE was canceled, the LEASEHOLDER shall surrender the PROPERTY in as good condition as it was at the commencement of the TERM.
12. **CONDITION OF PROPERTY:** Except for the representations expressly set forth in this LEASE, the DISTRICT is leasing the PROPERTY "as is, where is", and the DISTRICT does not make and has not made any representations as to the condition or use of the PROPERTY. Further the DISTRICT does not and has not authorized anyone else to make any representations as to the condition or use of the PROPERTY. The LEASEHOLDER has made whatever inspection of the PROPERTY it deems appropriate

and has satisfied itself that the PROPERTY is suitable for its purposes. The LEASEHOLDER understands that there may be hidden hazards, including but not limited to, holes, fence wire, snakes, wells, swamps, ponds, harmful plants and animals, and unauthorized persons on the PROPERTY, or other risks that may cause injury or death. The LEASEHOLDER's use of the PROPERTY shall be at the LEASEHOLDER's sole risk. The LEASEHOLDER shall inform the LEASEHOLDERS GUESTS of the provisions of this paragraph prior to allowing them to come onto the PROPERTY and that the LEASEHOLDERS GUESTS' use of the PROPERTY shall be at the LEASEHOLDERS GUESTS' sole risk.

13. **LIABILITY AND INSURANCE:** The LEASEHOLDER shall be responsible for and pay for any and all damage, loss, injury and liability to the PROPERTY, to the property of others, or to any person, caused by LEASEHOLDER or LEASEHOLDERS GUESTS, or as a result (either directly or indirectly) of LEASEHOLDER's or LEASEHOLDERS GUESTS' use of the PROPERTY, or resulting from this LEASE, and the LEASEHOLDER shall indemnify the DISTRICT and shall hold the DISTRICT harmless for the same. LEASEHOLDER, at LEASEHOLDER's expense, shall maintain liability insurance with an insurance company, licensed to do business in the State of Florida, to cover LEASEHOLDER's activities on the PROPERTY and LEASEHOLDER's obligations under this LEASE, in an amount not less than one million (\$1,000,000.00) dollars for damage or injury to person and property. Prior to the beginning of the TERM, the LEASEHOLDER will file with the DISTRICT certificate(s) of insurance, acceptable to the DISTRICT, providing evidence that the LEASEHOLDER has in full force and effect the insurance required herein. These certificate(s) shall contain provision(s) that provide, without limitation, the following:

13.1 That the DISTRICT is a named or additional insured without waiving any defense of sovereign immunity or increasing the limits of DISTRICT's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.

13.2 That the coverage afforded under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the DISTRICT.

14. **TAXES AND ASSESSMENTS:** LEASEHOLDER shall pay all taxes (including, without limitation, sales taxes, documentary stamp taxes, ad valorem taxes and assessments) due on the LEASE and the PAYMENT, if any.
15. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the provisions of the LEASE shall be as follows:

15.1 Should the DISTRICT default on any provision of this LEASE, then the LEASEHOLDER shall be entitled to cancel this LEASE and receive a full refund of the PAYMENT (as liquidated damages because actual damages would be difficult to estimate), in which event both parties shall be relieved of all further obligations to the other.

15.2 Should the LEASEHOLDER default on any provision of this LEASE, then the DISTRICT shall be entitled to cancel this LEASE and retain all of the PAYMENT (as liquidated damages because actual damages would be difficult to estimate), in which event both parties will be relieved of all further obligations to the other.

16. **CANCELLATION WITHOUT CAUSE:** This LEASE may be canceled by the DISTRICT at any time for any reason whatsoever upon giving ten (10) days written notice to the LEASEHOLDER. In the event this LEASE is canceled for any reason other than default of the LEASEHOLDER, the DISTRICT shall refund to the LEASEHOLDER a pro-ration of the PAYMENT based on the number of days remaining in the TERM.
17. **DISTRICT REPRESENTATIVE:** The DISTRICT agrees that Robert G. Heeke is to be the DISTRICT representative and is to have direct, primary, and continuing contact for this LEASE. Mr. Heeke may be contacted by telephone at 386.362.1001 or 800.226.1066 (FL Only) or 386.647.6588 (cell) or by email at RGH@srwmd.org.
18. **THIS LEASE SHALL CONSTITUTE A SPECIAL USE AUTHORIZATION:** This LEASE shall constitute a Special Use Authorization as contemplated by Rule 40B-9.1411, Florida Administrative Code, for the LEASEHOLDER and the LEASEHOLDERS GUESTS to use the PROPERTY for the uses set out in this LEASE. Such Special Use Authorization shall be automatically revoked upon the expiration or cancellation of this LEASE.
19. **ASSIGNABILITY:** The rights granted by this LEASE may not be assigned by operation of law or otherwise, without the prior written approval of the DISTRICT.
20. **PERSONAL PROPERTY:** This LEASE does not lease any of the DISTRICT's personal property to the LEASEHOLDER. The LEASEHOLDER shall remove all of the LEASEHOLDER's personal property from the PROPERTY prior to the end of the TERM. Any of the LEASEHOLDER's personal property remaining on the PROPERTY as of the end of the TERM, may be retained by the DISTRICT or disposed of in any manner as may be determined by the DISTRICT.
21. **GOVERNING LAW:** This LEASE shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
22. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this LEASE shall be the Circuit Court or the County Court in and for Suwannee County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Middle District of Florida, Jacksonville Division.
23. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right

to trial by jury in any legal proceeding arising out of or relating to this LEASE or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.

24. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the DISTRICT's sovereign immunity and/or the protections given the DISTRICT under Section 768.28, Florida Statutes.
25. **NO THIRD PARTY BENEFICIARIES:** The provisions of this LEASE are for the sole and exclusive benefit of the DISTRICT and the LEASEHOLDER. No provision of this LEASE will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this LEASE.
26. **LEASE NOT TO CONVEY PROPERTY RIGHTS OR BE RECORDED:** This LEASE shall not be construed to convey to the LEASEHOLDER any property rights in the PROPERTY nor create any lien on nor security interest in the PROPERTY. Neither this LEASE nor any notice of this LEASE, shall be recorded in the public records of any County.
27. **ENTIRE AGREEMENT:** This LEASE supersedes all previous agreements, oral or written, between DISTRICT and LEASEHOLDER, and represents the whole and entire agreement between the parties. Neither party has entered into the LEASE in reliance upon any fact or representation not expressly provided in the LEASE.
28. **INCORPORATION OF RELEVANT PROVISIONS OF LAW:** The parties understand that, compliance with the relevant provisions of law governing the DISTRICT's authority to lease real property, including without limitation Section 373.093, Florida Statutes, is a condition precedent to the DISTRICT's obligations hereunder.
29. **NO EFFECT ON PERMITS OR REGULATIONS:** This LEASE shall not be deemed to grant any permit to the LEASEHOLDER or affect the requirements for any permit or regulatory approval which would otherwise be required by law.
30. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS LEASE:** This LEASE may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this LEASE.
31. **LEASE NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This LEASE is the product of negotiation between the parties, thus the terms of this LEASE shall not be construed against either party as the drafter.
32. **ATTORNEY REPRESENTATION:** The parties acknowledge that the law firm of Davis, Schnitker, Reeves & Browning P.A., a Florida professional corporation, with offices at 519 West Base Street, Madison, Florida 32340, (Mailing Address: Post Office Drawer 652, Madison, Florida 32341); Phone (850) 973-4186, is the attorney for the

DISTRICT and not the LEASEHOLDER regarding this transaction. The LEASEHOLDER acknowledges that it has received whatever legal advice it wishes from sources other than the above attorneys.

33. **MISCELLANEOUS:** This LEASE may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Correspondence regarding this LEASE may be executed and delivered by facsimile and/or email transmission, with the intention that such facsimile and/or email signature and delivery shall have the same effect as an original signature and actual delivery. In the event a day of performance falls on a Saturday, Sunday or legal holiday under the laws of the State of Florida, the day of performance shall be extended to the next day not a Saturday, Sunday or legal holiday.

34. **LEASE CONTINGENT ON GOVERNING BOARD APPROVAL:** Notwithstanding anything else herein to the contrary, this LEASE shall not be binding on any party and shall have no effect unless and until this LEASE is fully executed and approved by written resolution of the Governing Board of the DISTRICT.

(The remainder of this page was intentionally left blank.)

EXECUTED on this _____ day of _____, 2012 by DISTRICT, the Executive Director of the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida water management district created pursuant to Section 373.069, Florida Statutes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Charles H. Houder, III
As its Acting Executive Director

EXECUTED on this 25TH day of MAY, 2012 by
LEASEHOLDER, BRYAN W. WARD.

Bryan Ward

STATE OF Florida

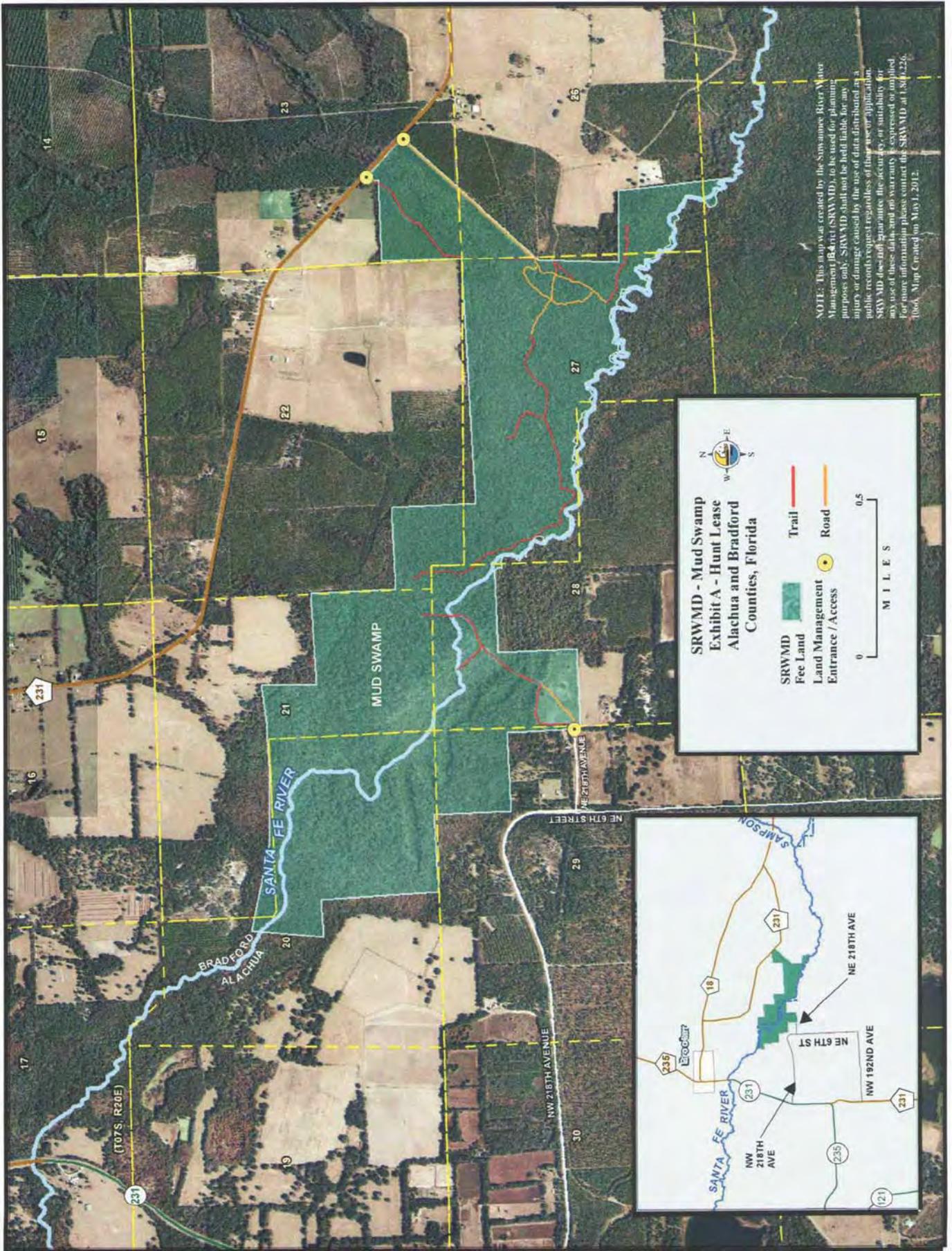
COUNTY OF Alachua

Acknowledged before me this 25 day of May, 2012, by
Bryan W. Ward who is
personally known to me or who produced Fla. Drivers License as identification.
IF W 630-079-83-423-0



TERRY W. JONES
MY COMMISSION # EE 121240
EXPIRES: December 12, 2015
Bonded Thru Budget Notary Services

Terry W. Jones
Notary Public

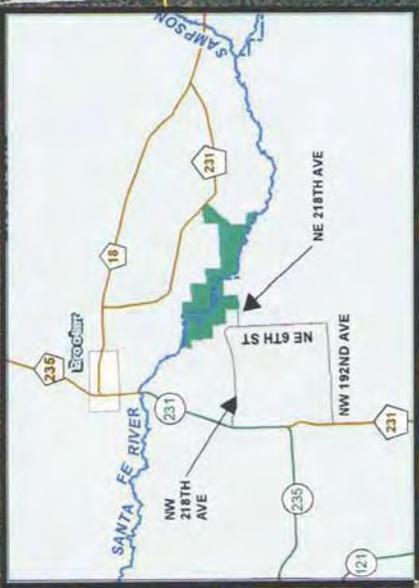


NOTE: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public record request regardless of their use or application. SRWMD does not guarantee the accuracy or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 1.860.226.1066. Map Created on May 1, 2012.

**SRWMD - Mud Swamp
Exhibit A - Hunt Lease
Alachua and Bradford
Counties, Florida**

SRWMD Fee Land
Land Management Entrance / Access
Trail
Road

0 0.5
M I L E S



MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, Senior Professional Engineer

DATE: May 24, 2012

RE: Approval of Resolution No. 2012-07 for Fiscal Year 2012-2013,
Legislative Appropriations

RECOMMENDATION

Staff recommends the Governing Board approve Resolution No. 2012-07, requesting the release of \$740,000 in Legislative Appropriations from the Secretary of the Department of Environmental Protection.

BACKGROUND

The Florida Legislature has included funding for the District in House Bill 5001 in the 2012-2013 Appropriations Act as follows:

- Line Item 1640 \$453,000 for Environmental Resource Permitting from Water Management Lands Trust Fund
- Line Item 1641 \$40,000 for Permitting Assistance from the Water Management Lands Trust Fund regarding Delineated Areas
- Line Item 1642 \$247,000 for Wetlands Protection from the Water Management Lands Trust Fund

The Legislature directed that these funds be administered by the Department of Environmental Protection and be made available for use by the District. Approval of the recommendation will enable staff to receive funds in fiscal year 2012-2013. Staff will request disbursement of funds at the end of each quarter.

TS/rl

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
RESOLUTION NUMBER 2012-07**

**REQUEST TO THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE
RELEASE OF OPERATION BUDGET FUNDS
FISCAL YEAR 2012-2013**

WHEREAS, the District applied for funds to implement the Environmental Resources Permitting, Wetlands Protection Programs and Water Well Permitting Assistance in Delineated Areas within the District; and

WHEREAS, House Bill 5001, General Appropriations Act FY2012-2013, line items 1640-1642, the Florida Legislature appropriated four hundred fifty-three thousand dollars (\$453,000) from the Water Management Lands Trust Fund, forty thousand (\$40,000) from the Water Management Land Trust Fund regarding Delineated Areas, and another two hundred forty-seven thousand dollars (\$247,000) from the Water Management Lands Trust Fund to Suwannee River Water Management District to implement Environmental Resource Permitting, Wetlands Protection, and Water Well Permitting Assistance in Delineated Areas, respectively, and

WHEREAS, Section 373.501(1), Florida Statutes, includes a process for disbursing the funds to the water management districts upon receipt of a resolution adopted by the Governing Board.

NOW THEREFORE, be it resolved that the Governing Board of the Suwannee River Water Management District hereby requests the Secretary of the Department of Environmental Protection to release, in equal quarterly increments beginning July 1, 2012, those funds designated by the Legislature to implement the District's Environmental Resources Permitting, Wetland Protection Programs, and Water Well Permitting Assistance in Delineated Areas listed below:

- | | |
|----------------|--|
| Line Item 1640 | \$453,000 for Environmental Resource Permitting from Water Management Lands Trust Fund |
| Line Item 1641 | \$40,000 for Permitting Assistance from the Water Management Lands Trust Fund regarding Delineated Areas |
| Line Item 1642 | \$247,000 for Wetlands Protection from the Water Management Lands Trust Fund |

BE IT FURTHER RESOLVED, that these funds shall be subject to the requirements of Section 215.97, F.S., the Florida Single Audit Act.

BE IT FURTHER RESOLVED that these funds shall be subject to the requirements of Section 216.347, F.S. (Grant and Aids Lobbying Restriction); and

BE IT FURTHER RESOLVED that this resolution be transmitted to the Secretary of the Department; and

BE IT FURTHER RESOLVED that the Chairman of the Governing Board is authorized to affix his signature to this resolution on behalf of the Board and attested by its Secretary.

PASSED AND ADOPTED THIS 12th Day of June 2012.

**SUWANNEE RIVER WATER MANAGEMENT DISTRICT
BY ITS GOVERNING BOARD**

MEMBERS OF THE BOARD:

**DON QUINCEY, CHAIRMAN
ALPHONAS ALEXANDER, VICE CHAIRMAN
RAY CURTIS, SECRETARY/TREASURER
KEVIN W. BROWN
GEORGE M. COLE
HEATH DAVIS
VIRGINIA H. JOHNS
CARL E. MEECE
GUY N. WILLIAMS**

ATTEST:

MEMORANDUM

TO: Governing Board
FROM: Tim Sagul, Senior Professional Engineer
DATE: May 24, 2012
RE: Extension of Temporary Water Use Permit Number
2-11-00063, Richard Douglas Farm, Gilchrist County

RECOMMENDATION

Staff recommends the Governing Board extend Temporary Water Use Permit number 2-11-00063 until July 11, 2012, with seventeen standard conditions and six special limiting conditions to Richard Douglas and Joshua Moore in Gilchrist County.

BACKGROUND

The applicant requested a temporary permit on March 23, 2012, following the petition for administrative hearing. This petition was dismissed without prejudice at the March 26, 2012, Intermediate Governing Board meeting. The Executive Director issued the first temporary permit on March 28, 2012, with an expiration date of April 11, 2012. The Governing Board reauthorized the temporary permit at its April and May meetings. The current temporary permit expires on June 13, 2012. The petition for hearing is currently before the Division of Administrative Hearings.

Section 373.244, Florida Statutes (F.S.), allows the District to issue temporary permits while the application is pending. It also notes that, if granted, temporary permits shall expire on the day following the next regular meeting of the Governing Board. Additionally, the Governing Board shall review temporary permits at each regular meeting and may terminate a temporary permit or refuse to extend it further upon a finding that the water use does not meet the criteria set forth in District rule 40B-2.441, Florida Administrative Code (F.A.C.), that adverse effects are occurring as a result of water use under the temporary permit, or that the water authorized to be used under such permit is no longer required by the permit holder. If the Governing Board extends the term of a temporary permit for subsequent periods, the expiration date shall be on or before the day following the next regular meeting of the Governing Board.

Staff has determined that the temporary application is complete and satisfies the conditions for issuance in Chapter 40B-2, F.A.C., and Chapter 373, F.S.

KW/tm

May 24, 2012

Richard Douglas
6524 NE 55th Street
High Springs, FL 32643

Subject: Approval of Temporary Water Use Permit Number
2-11-00063, Richard Douglas Farm, Gilchrist County

Dear Mr. Douglas:

Suwannee River Water Management District (District) staff proposes to recommend that the Governing Board extend the above-mentioned temporary permit until July 11, 2012.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on June 12, 2012, which is open to the public.

Please call permitting staff at 386.362.1001 if you have any questions.

Sincerely,

Tim Sagul, P. E.
Senior Professional Engineer

TS/tm

Enclosure

cc: Richard Maguire

Tommy Reeves

Certified Mail Receipt Number: 7010 1060 0001 1350 3646

May 24, 2012

Joshua Moore
PO Box 145
Bell, FL 32619

Subject: Approval of Temporary Water Use Permit Number
2-11-00063, Richard Douglas Farm, Gilchrist County

Dear Mr. Moore:

Suwannee River Water Management District (District) staff proposes to recommend that the Governing Board extend the above-mentioned temporary permit until July 11, 2012.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on June 12, 2012, which is open to the public.

Please call permitting staff at 386.362.1001 if you have any questions.

Sincerely,

Tim Sagul, P. E.
Senior Professional Engineer

TS/tm

Enclosure

cc: Richard Maguire
Tommy Reeves

Certified Mail Receipt Number: 7010 1060 0001 1350 3639

STAFF REPORT
TEMPORARY WATER USE PERMIT

DATE: May 24, 2012

PROJECT: Richard Douglas Farm

APPLICANTS: Richard Douglas **PERMIT APPLICATION NO.:** 2-11-00063

6524 NE 55th Street **ORIGINAL APPLICATION DATE:** December 28, 2011

High Springs, FL 32643 **TEMPORARY PERMIT REQUEST DATE:** March 23, 2012

and
Joshua Moore
PO Box 145
Bell, FL 32619

	Previous Quantities:		Proposed Quantities:	
Average Daily Rate (ADR)	-	mgd	0.1671	mgd

Recommended Agency Action

Staff recommends extension of Temporary Water Use Permit 2-11-00063 for growing watermelons within Gilchrist County. The temporary water use permit meets the criteria of subsection 373.223(1), Florida Statutes, and all applicable administrative rules. The permit will include seventeen standard conditions and six special limiting conditions. The temporary permit will expire on July 11, 2012.

Project Review Staff

Kevin Wright, P.E.; Ronald Spencer; and Tim Sagul, P.E., have reviewed the application.

Project Location

The withdrawal facilities are located in Township 08 South, Range 16 East, Section 03 in Gilchrist County. The project is located within the Santa Fe River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub-basins.

Project Description

The project area consists of approximately 145 acres with approximately 72 acres being irrigated with a drip system supplied by groundwater from the upper

Floridan aquifer. Richard Douglas is the landowner, with Josh Moore as the lessee. The temporary permit is for irrigation of a watermelon crop.

Since the temporary permit will have a duration of 29 days, staff converted the annual allocation for watermelon into a seasonal allocation (15.038 million gallons over the 90-day growing season). Staff then proportioned the 90-day growing season into a 29-day temporary allocation (4.8456 million gallons for 29 days).

The Average Daily Rate (ADR) will be 0.1671 mgd. The ADR equates to 3.1 inches of supplemental irrigation during the 29-day temporary permit duration.

The project has one 10-inch irrigation well with a capacity of 1,000 gallons per minute.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon crop types and irrigated acres.

Water Conservation

Joshua Moore has completed the water conservation worksheets for the drip irrigation system.

Minimum Flows and Levels Compliance

Staff determined through the SRWMD North Florida Model, version 1.0, that the proposed water use would not violate minimum flows and levels (MFLs) at any downstream MFL points established along the Suwannee River or its tributaries. However, a special limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Unforeseen or Unforeseeable Circumstances

The applicant submitted the original application on December 28, 2011, well within the traditional timeframes for evaluation and issuance of this relatively low-quantity water use permit (i.e. one well, one irrigation system). Due to the relatively low quantities requested, the applicant did not foresee any administrative challenges to his permit application.

Due to the limited timeframes for marketability of watermelons in Florida, watermelon plants must be grown during the middle of March to meet the summer market. Watermelon plants will only last approximately four days in a

dry, unirrigated state. The applicant would be forced to lose his crop if this temporary water use permit is not issued.

Application Timeline

The original application was received on December 28, 2012. A request for additional information was sent on January 17, 2012. The applicant requested a temporary permit on March 23, 2012, following the petition for administrative hearing. This petition was dismissed without prejudice at the March 26, 2012 Intermediate Board meeting. The Executive Director issued the first temporary permit on March 28, 2012, with an expiration date of April 11, 2012. The Governing Board reauthorized the temporary permit at its April and May meetings. The current temporary permit expires on June 13, 2012. The petition for hearing is currently before the Division of Administrative Hearings.

Conditions of Issuance

Is this a reasonable–beneficial use?

[ref. 40B-2.301(1)(a)]

Yes, based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use interfere with any presently existing legal use of water?

[ref. 40B-2.301(1)(b)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not interfere with any presently existing legal uses of water.

Will this use be consistent with the public interest?

[ref. 40B-2.301(1)(c)]

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

[ref. 40B-2.301(2)(a)]

Yes. Based on IFAS crop water needs table, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?

[ref. 40B-2.301(2)(b)]

Yes. Based on IFAS crop water needs this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?

[ref. 40B-2.301(2)(c)]

Yes. Based on the SRWMD North Florida Model, version 1.0, of the source will be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?

[ref. 40B-2.301(2)(d)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not degrade the source from which it is withdrawn.

Will the use cause or contribute to flooding?

[ref. 40B-2.301(2)(e)]

No. Based on crop types and proposed farm practices, flooding is not a concern for this operation.

Will the use harm offsite land uses?

[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.

[ref. 40B-2.301(2)(g)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause harm to wetlands or other surface waters.

Will the use cause or contribute to a violation of either minimum flows or levels?

[ref. 40B-2.301(2)(h)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?

[ref. 40B-2.301(2)(i)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes, (F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?

[ref. 40B-2.301(2)(j)]

Yes, Staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant's proposed reasonable-beneficial use of an alternative water supply presumed to be in the public interest?

[ref. 40B-2.301(2)(k)]

No, the applicant has not proposed to use an alternative water supply.

Standard Conditions

1. Nothing in this permit should be construed to limit the authority of the Suwannee River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes, (F.S.) or to formulate a rule for implementation during times of water shortage pursuant to Section 373.246, Florida Statutes. In the event of water shortage as declared by the Board, the permittee shall adhere to any limitations on withdrawal or use ordered by the District.

2. This permit is classified as unconfined Floridan aquifer for low volume irrigation.

3. Permittee shall allow District personnel at reasonable times and at District expense or with District equipment to monitor withdrawal rates and volumes authorized by this permit.

4. Capping of Withdrawals Not In Use: Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500(4)(a)4., F.A.C.

5. The permittee may apply for a permit modification at any time in accordance with Section 40B-2.331, F.A.C.
6. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, Chapter 40B-21, F.A.C.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to Chapter 373, F.S.
11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.
12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.
14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.
15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use

agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.

16. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.

17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

18. All correspondence sent to the District regarding this permit must include the permit number 2-11-00063.

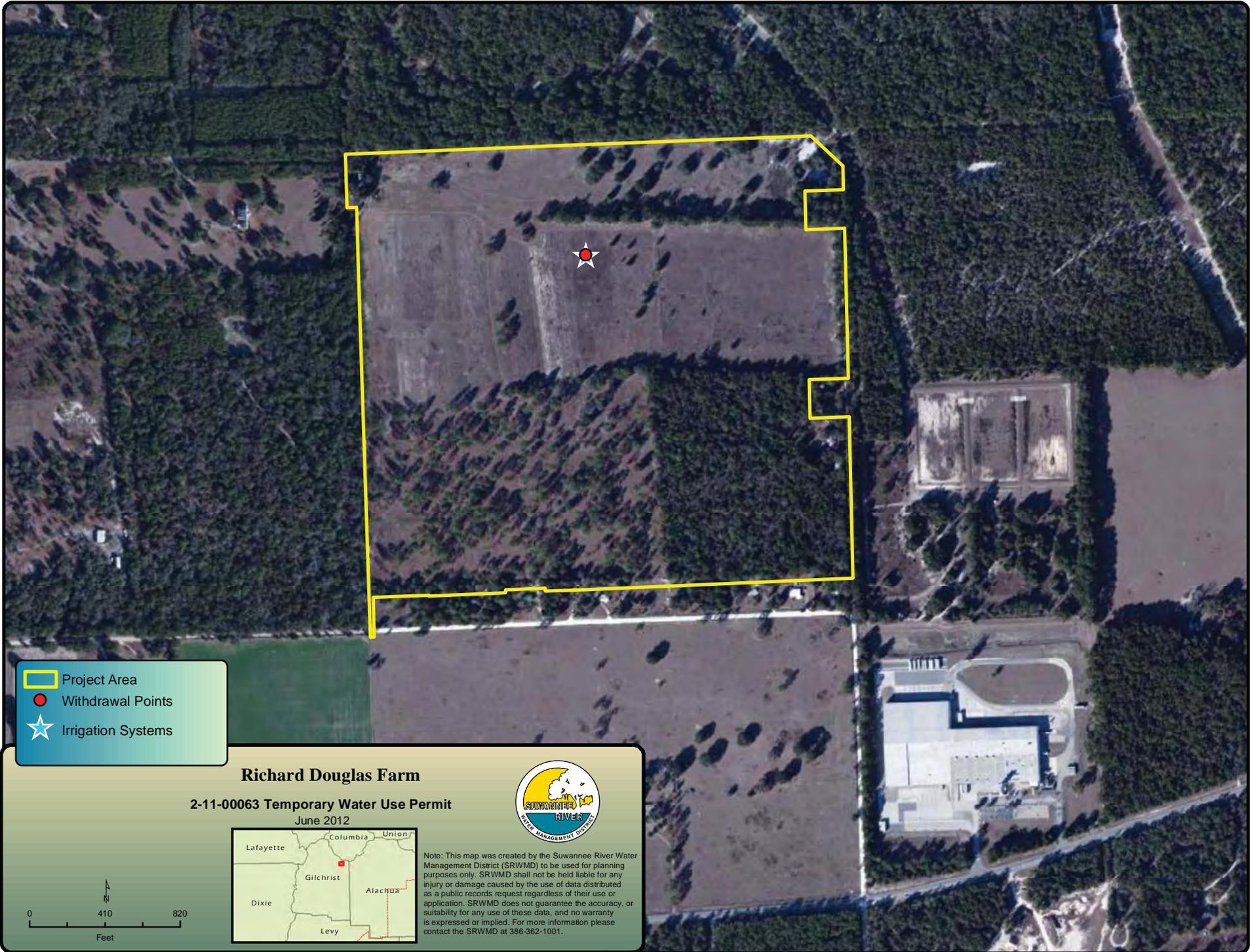
19. The Permittee shall ensure that the irrigation systems will water target areas only under field operations. Irrigation of non-target areas (roads, woods, structures, etc.) is prohibited.

20. The Permittee shall implement and/or maintain the conservation practices selected on the Water Conservation Worksheet(s) which are associated with this permit. Any new practices selected shall be implemented in one year from the date of permit issuance. Practices that involve scheduling methods or maintenance shall be documented. Documentation for implementation and/or maintenance shall be maintained on all practices and available upon request.

21. The permitted water withdrawal facilities consist of, and are limited to, one 10-inch well with the pumping capacity of 1000 gallons per minute.

22. This Permit is a temporary permit issued pursuant to Section 373.244, Florida Statutes. The issuance of this Permit shall not in any way be construed as a commitment by the District to issue any water use permit pursuant to Sections 373.219 and 373.229, Florida Statutes. Further, the issuance of this Permit shall not affect the ability of the District to deny any pending application for a water use permit pursuant to Sections 373.219 and 373.229, Florida Statutes.

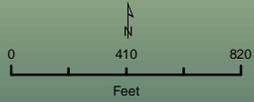
23. Unless extended by the District's Governing Board, this Permit shall expire on July 11, 2012.



-  Project Area
-  Withdrawal Points
-  Irrigation Systems

Richard Douglas Farm

2-11-00063 Temporary Water Use Permit
June 2012



Note: This map was created by the Suwannee River Water Management District (SRWMD) to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of these data, and no warranty is expressed or implied. For more information please contact the SRWMD at 386-362-1001.

MEMORANDUM

TO: Governing Board

FROM: Tim Sagul, P.E., Senior Professional Engineer

DATE: May 24, 2012

RE: Approval of Water Use Permit Application Number
2-84-00703M, PCS Phosphate-White Springs, Hamilton County

RECOMMENDATION

Staff recommends the Governing Board approve Water Use Permit number 2-84-00703M, with seventeen standard conditions and six special limiting conditions to PCS Phosphate – White Springs, Hamilton County.

BACKGROUND

Staff has determined that the application is complete and satisfies the conditions for issuance in Chapter 40B-2, Florida Administrative Code.

KW/tm

May 24, 2012

PCS Phosphate
c/o Terry Baker
PO Box 300
White Springs, FL 32096

Subject: Approval of Water Use Permit Application Number
2-84-00703M, PCS Phosphate-White Springs, Hamilton County

Dear Mr. Baker:

Suwannee River Water Management District (District) staff proposes to recommend to the Governing Board that the above-mentioned project be approved.

This proposed action is subject to final decision of the Governing Board at their regularly scheduled meeting on June 12, 2012, which is open to the public.

Persons considered to be affected by this proposed agency action may request an administrative hearing. The request must be written and must adhere to the requirements of Chapter 28-106, Florida Administrative Code. Please see the enclosed Notice of Rights. All requests for administrative hearings shall be sent to the District at 9225 County Road 49, Live Oak, Florida 32060. Please call permitting staff at 386.362.1001 if you have any questions.

Sincerely,

Tim Sagul, P. E.
Senior Professional Engineer

TS/tm

Enclosure

Certified Mail Receipt Number: 7010 1060 0001 1350 1963

NOTICE OF RIGHTS

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the Suwannee River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Section 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57 Florida Statutes. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision to grant or deny the permit application, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to Rule 28-106.111, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, 9225 C.R. 49, Live Oak, Florida 32060 within twenty-one (21) days of receipt of written notice of the decision or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). Such a petition must comply with Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal hearing must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Section 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon receipt of the petition by the Office of the District Clerk at the District Headquarters in Live Oak, Florida.
6. Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing pursuant to Rule 28-106.111, Florida Administrative Code.

NOTICE OF RIGHTS

7. The right to an administrative hearing and the relevant procedures to be followed is governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code.
8. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
9. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy of the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
10. For appeals to the District Courts of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
11. Failure to observe the relevant time frames for filing a petition for judicial review, or for Commission review, will result in waiver of the right to review.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

PCS Phosphate
c/o Terry Baker
PO Box 300
White Springs, FL 32096

At 4:00 p.m. this _____ day of _____, _____

Jon Dinges
Deputy Clerk
Suwannee River Water Management District
9225 C.R. 49
Live Oak, Florida 32060
386.362.1001 or 800.226.1066 (Florida only)

STAFF REPORT

WATER USE PERMIT APPLICATION

DATE: May 24, 2012

PROJECT: PCS Phosphate – White Springs

APPLICANT:

PCS Phosphate- White Springs PERMIT APPLICATION NO.: 2-84-00703M

PO Box 300

DATE OF APPLICATION: March 30, 2012

White Springs, FL 32096

APPLICATION COMPLETE: March 30, 2012

DEFAULT DATE: June 28, 2012

MANAGER/MEMBER DETAIL:

Terry Baker	MGR
-------------	-----

Average Daily Rate (ADR)	Previous Quantities:		Proposed Quantities:	
Groundwater Withdrawals	93.5134	mgd	84.1621	mgd
Surface Water Diversion	343.7500	mgd	343.7500	mgd

* Consolidating 2-84-00701R, 2-84-00703R and 2-05-00091

Recommended Agency Action

Staff recommends approval of the consolidation of Water Use Permits 2-84-00701R, 2-84-00703R and 2-05-00091 with a 10% reduction in groundwater allocation for a water use permit located within Hamilton County. The permit includes seventeen standard conditions and six special limiting conditions. The permit will expire on March 8, 2025.

Project Review Staff

Ronnie Spencer, Kevin Wright, P.E., and Tim Sagul, P.E. have reviewed the application.

Project Location

The withdrawal facilities are located in Township 01 South, Range 14 East, Section 13, Township 01 South, Range 15 East, Sections 01, 05, 07, 08, 10, 11 and 12, Township 01 North, Range 14 East, Sections 24, 25 and 36, Township 01 North, Range 15 East, Sections 29, 31 and 35 in Hamilton County. The project is located within the upper Suwannee River basin according to the USGS National Hydrography Dataset, Hydrologic Unit Code-8 sub-basins.

Project Description

The project area consists of approximately 100,551 acres of mined land, which uses surface water and groundwater.

Surface water (primarily collected rainfall) and water from the surficial aquifer (primarily from dewatering at active mine pits) is managed in a recirculating water system. The size and configuration of the recirculating water system changes from time to time as the mining operation progresses. All surface water in the active operational area is managed within the recirculating water system. The mining operation uses draglines to both remove and cast aside the overburden and to extract the phosphate ore (matrix), which contains phosphate, sand, and clay. The matrix is transported from the active mine pit in a water slurry, using water drawn from the recirculating water system. The slurry is pumped and piped to the washer and beneficiation facility (mill) which can be miles away from the active mine pit. The mill separates the phosphate from the sand and clay. The clay laden water flows to clay settling areas, and as the clay settles the top layer of clear water is decanted and recycled back to the plant. Water from the system is also used to transport sand separated at the mill back to mined areas for reclamation.

The separated phosphate (phosphate rock) is sent via conveyor or rail to one of PCS's two chemical plants where the phosphate rock slurry is mixed with and reacts with sulfuric acid to create the phosphoric acid products produced by PCS. The reaction of the rock with the acid creates phosphogypsum. The phosphogypsum is transported to phosphogypsum stacks (gypstacks) in a process water slurry. The phosphogypsum settles and the water is decanted for reuse. Water bound within the gypstacks also seeps into the ponds surrounding the gypstacks and is recycled. The pond systems include cooling ponds for collecting cooling water coming out of the plant, which is also recycled. Process water in the chemical operations is water that is used as a water source for phosphoric acid, air scrubbing media, transporting the phosphogypsum produced in the process to storage, operating barometric condensers, and a multitude of other uses in the chemical complex.

In addition to the surface water described above, water is withdrawn from the upper Floridan aquifer for drinking water and for use in mining related activities, production of chemical compounds, and to recharge surface water features.

Most of the surface water is not discharged but is recycled. Excess water in the mine recirculating water system is discharged in accordance with the National Pollutant Discharge Elimination System (NPDES) permit. The volume of stormwater runoff depends upon the volume and intensity of the storm events and the antecedent conditions prior to those events. Surface water is only discharged from PCS when the volume of stormwater runoff that PCS can effectively store in the surface water management system is exceeded. When water levels are low, discharge is minimal. The surface water system at PCS is in effect a recirculation system where water is recirculated among the various uses and throughout the surface water systems serving the mining operation.

Excess water in the process water management systems at the chemical operations may be treated and discharged, again in accordance with the NPDES permit.

The Average Daily Rate (ADR) of groundwater use is calculated as 343.7500 mgd 84.1621 mgd, while the Average Daily Rate (ADR) of surface water use is calculated as 343.7500 mgd.

The project area includes 32 active wells with 8 wells having a capacity of greater than 1.0 mgd. Use of the wells will be for public supply and industrial use. The well inventory can be found in the table on Attachment A.

Demonstration of Need

The applicant has provided information that supports the requested allocation, based upon water balances.

Water Conservation

PCS Phosphate is committed to recycling surface water to the greatest extent possible. PCS Phosphate has agreed to a 10% reduction in allocation of groundwater from 93.5134 mgd to 84.1621 mgd.

Minimum Flows and Levels Compliance

Staff determined through the SRWMD North Florida Model, version 1.0, that the proposed water use would not violate minimum flows and levels (MFLs) at any

downstream MFL points established along the Suwannee River or its tributaries. However, a special limiting condition has been included in the permit for the District to seek a modification to the permit to assist in the recovery and/or prevention strategy associated with an adopted MFL.

Conditions of Issuance

Is this a reasonable–beneficial use?

[ref. 40B-2.301(1)(a)]

Yes, based on the evaluation of criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use interfere with any presently existing legal use of water?

[ref. 40B-2.301(1)(b)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not interfere with any presently existing legal uses of water.

Will this use be consistent with the public interest?

[ref. 40B-2.301(1)(c)]

Yes. Based on the provided information, the water will be used efficiently, will not be wasted, and is for an economically beneficial use. The use meets the criteria listed in 40B-2.301(2)(a)-40B-2.301(2)(k).

Will this use be in such a quantity and of such quality as is necessary for economic and efficient use?

[ref. 40B-2.301(2)(a)]

Yes. Based on provided water balance, the use is such a quantity and such quality as is necessary for economic and efficient use.

Is this use for a purpose that is both reasonable and consistent with the public interest?

[ref. 40B-2.301(2)(b)]

Yes. Based on provided water balance and documentation this use is both reasonable and consistent with the public interest.

Will the source of the water be capable of producing the requested amounts and appropriate quality of water?

[ref. 40B-2.301(2)(c)]

Yes. Based on the SRWMD North Florida Model, version 1.0, of the source will be capable of producing the requested amounts and appropriate quality of water.

Will the use degrade the source from which it is withdrawn?

[ref. 40B-2.301(2)(d)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not degrade the source from which it is withdrawn.

Will the use cause or contribute to flooding?

[ref. 40B-2.301(2)(e)]

No. The PCS Phosphate operation is heavily managed to eliminate any flooding concerns.

Will the use harm offsite land uses?

[ref. 40B-2.301(2)(f)]

No. Based on the existing land uses surrounding the operation, harm to offsite land uses is not a concern.

Will the use cause harm to wetlands or other surface water? Harm to wetland or other surface waters must be mitigated after completion of reduction or elimination of harm in accordance with sections 3.1.8. through 3.1.10. of the Water Use Permitting Guide.

[ref. 40B-2.301(2)(g)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause harm to wetlands or other surface waters.

Will the use cause or contribute to a violation of either minimum flows or levels?

[ref. 40B-2.301(2)(h)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of either minimum flows or levels.

Will the use cause or contribute to a violation of state water quality standard in waters of the state as set forth on Chapters 62-301, 62-302, 62-520, and 62-550, Florida Administrative Code (F.A.C.)?

[ref. 40B-2.301(2)(i)]

No. Based on the SRWMD North Florida Model, version 1.0, the use will not cause or contribute to a violation of state water quality standards.

Is this use otherwise a reasonable-beneficial use as defined in Section 373.019(2), Florida Statutes, (F.S.) with consideration given to the factors set forth on subsection 62-40.410(2), F.A.C.?

[ref. 40B-2.301(2)(j)]

Yes, staff has deemed the use a reasonable-beneficial use after considering the factors set forth in subsection 62-40.410(2), F.A.C.

Has the permit applicant's proposed reasonable-beneficial use of an alternative water supply presumed to be in the public interest?

[ref. 40B-2.301(2)(k)]

Yes, the applicant will use surface water within the mine recirculation system to the greatest extent possible to act as an alternative water supply in the place of the upper Floridan Aquifer as a source.

Standard Conditions

1. Nothing in this permit should be construed to limit the authority of the Suwannee River Water Management District to declare a water shortage and issue orders pursuant to Section 373.175, Florida Statutes (F.S.) or to formulate a rule for implementation during times of water shortage pursuant to Section 373.246, Florida Statutes. In the event of water shortage as declared by the Board, the permittee shall adhere to any limitations on withdrawal or use ordered by the District.
2. This permit is classified as confined Floridan aquifer for phosphate mining.
3. Permittee shall allow District personnel at reasonable times and at District expense or with District equipment to monitor withdrawal rates and volumes authorized by this permit.
4. Capping of Withdrawals Not In Use: Any wells not in use, and in which pumping equipment is not installed shall be capped or valved in a water tight manner in accordance with Chapter 62-532.500(4)(a)(4), F.A.C.
5. The permittee may apply for a permit modification at any time in accordance with Section 40B-2.331, F.A.C.
6. In the event of a District-declared water shortage, the permittee must immediately comply with any restrictions or requirements ordered in accordance with the District's Water Shortage Plan, Chapter 40B-21, F.A.C.
7. Permittee must mitigate interference with existing legal uses caused in whole or in part by the permittee's withdrawals, consistent with a District-approved mitigation plan. As necessary to offset such interference, mitigation may include, but is not limited to, reducing pumpage, replacing the existing legal user's withdrawal equipment, relocating wells, changing withdrawal source, supplying water to existing legal user, or other means needed to mitigate the impacts.
8. Permittee must mitigate harm to existing off-site land uses caused by the permittee's withdrawals. When harm occurs, or is imminent, the permittee must modify withdrawal rates or mitigate the harm.
9. Permittee must mitigate harm to the natural resources caused by the permittee's withdrawals. When harm occurs or is imminent, the permittee must modify withdrawal rates or mitigate the harm.

10. If any condition of the permit is violated, the permittee shall be subject to enforcement action pursuant to Chapter 373, F.S.

11. Authorized representatives of the District, upon reasonable notice to the permittee, shall be permitted to enter and inspect the permitted water use to determine compliance with the permit conditions.

12. This permit does not relieve the permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.

13. This permit does not convey to the permittee any property rights or privileges other than those specified herein.

14. Permittee shall notify the District in writing within 90 days of any sale, conveyance, or other transfer of ownership or control of the real property on which the permitted water use activities are located. All water use permit transfers are subject to the requirements of section 40B-2.301, F.A.C.

15. Permittee must notify the District in writing prior to implementing any changes in the water use that may alter the permit allocations. Such changes include, but are not limited to, change in irrigated acreage, crop type, irrigation system, water treatment method, or entry into one or more large water use agreements. In the event a proposed change will alter the allocation, permittee must first obtain a permit modification.

16. When the District provides a permanent identification tag, the tag shall be prominently displayed at the withdrawal site by permanently affixing such tag to the pump, headgate, valve, or other withdrawal facility. If the permit covers several facilities such as a well field, a tag shall be affixed to each facility. Failure to display a tag as prescribed herein shall constitute a violation of the permit. The permittee shall be allowed ten (10) days after the notice of violation of this section to obtain a replacement tag.

17. The District reserves the right to open this permit, following notice to the permittee, to include a permit condition prohibiting withdrawals for resource protection.

Special Limiting Conditions

18. All correspondence sent to the District regarding this permit must include the permit number 2-84-00703M.

19. The following measures must be implemented within the first year of permit issuance or upon completion of the audit, unless the applicant demonstrates that implementation is not economically, environmentally, or technologically feasible:

- a. A leak detection and repair program;
- b. A water conservation program providing for technological, procedural or programmatic improvements to the applicant's facilities; and
- c. Other best available technologies to decrease water consumption.
- d. An employee awareness and customer education program concerning water conservation.
- e. Procedures and time-frames for implementation.

20. The Permittee shall implement automated monitoring of groundwater withdrawals, at Permittee's expense, upon commencement of withdrawals. The monitoring and reporting shall include reporting daily volume pumped by each well of inside diameter eight inches or greater at land surface and shall be delivered by 12:00 pm local time the following day via approved telemetry consistent with District data formats. The permittee may opt for a standardized SRWMD automated monitoring system to fulfill this requirement.

21. The permitted water withdrawal facilities are listed in Attachment A.

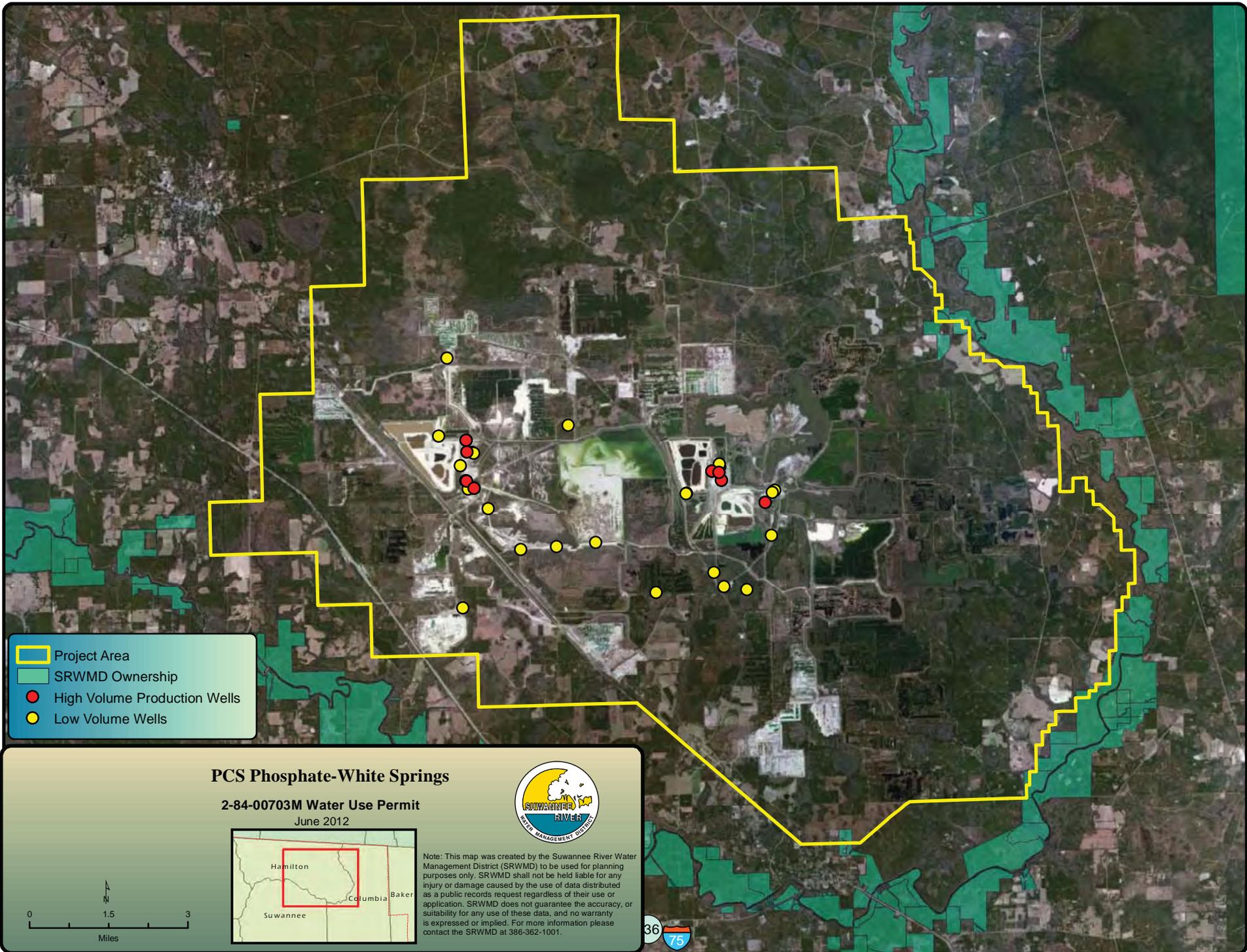
22. This permit shall expire on March 8, 2025. The permittee must submit the appropriate application form incorporated by reference in subsection 40B-2.041(2), FAC and the required fee to the District pursuant to section 40B-2.361, FAC, prior to this expiration date in order to continue the use of water.

23. The permittee shall be allowed to add additional production wells, with notification to the District, within the project area without modifying the permit, so long as the additional wells do not increase the overall groundwater allocation and the new well capacity is less than 1.0 million gallons per day. Addition of wells with a capacity of 1.0 million gallons per day or greater shall require a modification of the Water Use Permit.

Attachment A
2-84-00703M
PCS Phosphate

Name	Status	Diameter	Capacity (gpm)	Water Use
Well SC1	Active	26	7500	Industrial
Well SC2	Active	26	7500	Industrial
Well M3	Active	26	7000	Industrial
Well SCM1	Active	16	7000	Industrial
Well SCM2	Active	20	7000	Industrial
Well C1	Active	26	5500	Industrial
Well C2	Active	26	5500	Industrial
Well C3	Active	28	5500	Industrial
Well BP1	Active	12	300	Industrial
Well BP2	Active	8	300	Industrial
Well BP3	Active	8	300	Industrial
Well BP4	Active	6	300	Industrial
Well M1	Active	8	300	Industrial
Well CD4	Active	8	250	Public Supply
Well SCD1	Active	6	250	Public Supply
Well SCD2	Active	6	250	Public Supply
Well CD3	Active	6	206	Public Supply
Well MD4	Active	6	200	Public Supply
Well SC4	Active	8	150	Industrial
Well SCMD3	Active	6	100	Public Supply
Well MD5	Active	5	90	Public Supply
Well SCNPP	Active	4	70	Industrial

Well SCOPP	Active	4	65	Industrial
Well MD3	Active	8	60	Public Supply
Well SC3	Active	6	50	Industrial
Well CC	Active	4	30	Public Supply
Well SCM3	Active	4	25	Industrial
Well VAC1	Active	5	25	Public Supply
Well VAC2	Active	5	25	Industrial
Well M4	Active	4	20	Public Supply
Well MF	Active	4	20	Public Supply
Well SR	Active	4	16	Public Supply



MEMORANDUM

TO: Governing Board

FROM: Hugh Thomas, Suwannee River Partnership Coordinator

DATE: May 24, 2012

RE: Authorization to Amend Contract Number 03/04-258 with the Florida Department of Agriculture and Consumer Services (FDACS) for Continuation of the Two Positions for the Suwannee River Partnership for the Period July 1, 2012 through June 30, 2013

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to amend Contract Number 03/04-258 with FDACS to continue funding a third of the costs associated with providing two Suwannee River Partnership positions at a cost not to exceed \$45,000 for the period covering July 1, 2012 through June 30, 2013.

BACKGROUND

On October 13, 1998, the District first contracted with FDACS to provide an Environmental Manager who would have the responsibility of providing staff leadership to the Suwannee River Partnership. Another position (Environmental Specialist III) has been added to assist in working within the District. The present contract, which was signed by FDACS in October 2004, has a provision to allow this contract to be renewed for additional years.

These positions are jointly funded by FDACS, the Florida Department of Environmental Protection and the District. They coordinate the local development and implementation of an overall work plan for the Suwannee River Partnership in the Suwannee and Santa Fe River Basins.

This amendment provides for the District's share (33.33 percent of the total salary and benefits associated with these positions) of funding during FDACS Fiscal Year 2012-2013 which runs July 1, 2012 through June 30, 2013.

HT/dd

MEMORANDUM

TO: Governing Board

FROM: Hugh Thomas, Suwannee River Partnership Coordinator

DATE: May 24, 2012

SUBJECT: Authorization to Continue Suwannee River Partnership Cooperative Conservation Technician Services

RECOMMENDATION

Staff recommends the Governing Board continue co-funding three Conservation Technician positions associated with the Suwannee River Partnership (SRP) program with the Florida Department of Agriculture and Consumer Services (FDACS) for a contract period of twelve months. The District's cost for these positions will not exceed \$90,000.

BACKGROUND

FDACS and the District have recognized the need to provide technical support services to farmers operating within the Suwannee River Water Management District to implement and maintain Best Management Practices (BMPs). These services have been critical to the overall SRP mission to help protect and save water in the District.

FDACS and the District have been providing funds for this effort for the last five years with FDACS entering into agreements with the Gilchrist County Soil & Water Conservation District, Lafayette County Soil & Water Conservation District, and Suwannee County Conservation District for these three positions. The Conservation Districts employ three conservation technicians who work under the

direction of FDACS to supply assistance with BMPs and outreach services to the farmers.

Garrett McCray – Suwannee, Hamilton, Lafayette, Jefferson, Taylor, and Madison Counties

William Hart – Suwannee, Hamilton, Lafayette, Jefferson, Taylor, and Madison Counties

John Stubblefield – Gilchrist, Dixie, Levy, Alachua, Columbia, Union and Bradford Counties

Among other things, these technicians work one-on-one with farmers to help implement BMPs for fertilizer, irrigation, and waste management.

Funds for this project are included in the Fiscal Year 2012 budget within fund 29.

HT/dd

MEMORANDUM

TO: Governing Board

FROM: Bob Heeke, Sr. Land Resources Manager

DATE: May 24, 2012

SUBJECT: FY 2012 Land Management Review Team Report

The goal of the Excellence in Land Management (ELM) Report is to quantify District land management in achieving the goals of the District Land Management Plan (Plan). The Plan establishes the land management policies of the Governing Board that guide the management of all fee lands held by the District. The ELM Report is developed from scores and comments provided by the Land Management Review Team.

As part of updating the Plan, staff also developed a new Land Management Report and ELM report. The new format is a combination of text and tables that addresses the items in the Plan. Feedback about the format was positive from Review Team members.

The District was found to be in compliance in all 32 items that were reviewed. Recommendations for improvements to ditching and ditch blocks are being reviewed to find a way to implement beginning in FY 2013. The LIDAR recently acquired by the District will a critical piece of data for this review and implementation.

gal
008-LMRT FY 2012

Suwannee River Water Management District
Excellence in Land Management Report
2011 Fiscal Year

INTRODUCTION

The District has completed its seventh year of implementing the Excellence in Land Management (ELM) program. The program was established to quantify District land management. The ELM scorecard is calculated annually to report on the prior fiscal year's activities and operations. District staff developed an Annual Report and revised the ELM Report this year.

The Land Management Report and revised ELM Report were presented to members of the Land Management Review Team (LMRT) on April 17, 2012. The review team's response to the revised ELM Report was positive, and staff will continue to use the revised format in reporting compliance with the District Land Management Plan to the Board.

The DLMP has four sections: Resource Protection, Public Use, Communications, and Fiscal Responsibility. Each section contains objectives that drive land management actions across District lands. The review team members were asked to score District land management efforts in achieving the objectives outlined in the DLMP on the following scale:

- 0 – District is not meeting the objectives of the DLMP.
- 1 – District is meeting the objectives of the DLMP.
- 2 – District is meeting and exceeding the objectives outlined in the DLMP.

EXECUTIVE SUMMARY

RESOURCE PROTECTION

The team was impressed with efforts to protect and monitor the lands given the limited resources available. Several members commended staff in the use of current data with GIS technology in planning and implementing management. Staff was commended on efforts to earn maximal financial return from timber harvests. High marks were given to the prescribed fire program, and new reporting metrics were suggested for next year. The aesthetics of District lands impressed at least one member.

Whereas staff efforts were lauded by the team, there were several concerns as well. Multiple members commented on ditching and felt the District should look into more hydrological restoration projects. Members felt this would further help

District efforts in restoring natural communities. The use of natural community delineations was questioned as was reforesting lands with slash pine. Suggestions were provided that would increase pine seedling survival; several of those suggestions are now being reviewed. However, one member felt the District currently focuses too much effort on tree management, thus limiting management efforts on other components in the natural plant community (i.e. native groundcovers).

Comments were made in regards to the District's surplus lands program. Review team members had a chance to see the recently disposed Bay Creek South parcel. Their concerns included the 1) loss of public resources (planted timber, rare species, archeological artifacts, 2) potential degradation of floodplain function, and 3) management costs of bringing the updated boundary line to District standards (firelines, gates, boundary marking).

PUBLIC USE

The review team gave high marks for public use. No member scored the District as being out of compliance with the management plan.

COMMUNICATIONS

The review team felt District staff was doing a good job with outreach and using the DLMP to guide management. The annual LMRT meetings continue to be informative for District staff and participating team members. No member scored the District as being out of compliance with the management plan.

FISCAL RESPONSIBILITY

The review team felt District staff was doing a good job of protecting resources and providing the public with opportunities for resource-based recreation within the confines of the District's budget. No member scored the District as being out of compliance with the management plan.

While there were specific objectives where individuals scored the District as being out of compliance with the DLMP, on average the review team found the District to be in compliance with the management plan. District staff takes each of these comments into consideration moving forward with land management prescriptions.

Overall, the review team found the District in compliance with all the objectives of the statutes and the management plan. The review team commended staff and felt staff was knowledgeable and doing a good job.

Suwannee River Water Management District
 Excellence in Land Management Scorecard
 Land Management Review Team April 17, 2012
 2011 Fiscal Year

SUMMARY

RESOURCE PROTECTION

Soils, Topography, and Natural Community Objectives

Not in compliance	In Compliance	Exceeding Compliance	Average Score	Objective
0	8	6	1.4	Minimize soil degradation (erosion, compaction)
2	10	3	1.1	Manage and/or restore historic natural communities for a given site to Desired Future Condition (DFC) levels
0	6	3	1.5	Update and maintain reference maps as soon as new information is available

Soils, and Natural Community Objectives Comments/Opportunities for Improvement

While I think the District is doing a decent job of managing lands in general, from the sites we visited on the Review Team field trip (17 April 2012) and the LMR (Land Management Report), it appears that plans to restore natural communities fall short. I think leaving off-site slash and loblolly pine on site to provide needle cast to enable restoration of native ground cover through prescribed burning is good methodology. However, plans to allow slash pine to regenerate are not. Slash pine is not the natural dominant overstory species for flatwoods communities. It is doubtful that loblolly pine was ever a component of these communities, since in Florida the natural habitat of loblolly pine is floodplain terraces and natural levies along major streams. Slash pine naturally occurred within linear wetlands (slashes) or drains and within depressional ponds associated with pond cypress (communities protected from frequent fire). This provided readily available seed sources so that when the natural fire return interval was altered, slash pine seeded into adjacent flatwoods resulting in mixed stands of slash and longleaf, and of course later most of the former longleaf pine flatwoods were converted to slash pine plantations. The scientific community generally agrees that the fire return interval in flatwoods was 2-3 (4) years in most cases and that the occurrence of slash pine in flatwoods (pine/palmetto/wiregrass communities) was rare. Therefore, plans to artificially

regenerate slash pine on saw palmetto flatwoods (wet or mesic) does not appear to be in compliance with the stated goal of "restoring and enhancing natural communities." The more appropriate methodology would be to re-introduce longleaf pine either by removing the slash pine once the groundcover is in such condition to carry fire on a two to three year return interval or create openings within the slash pine and plant longleaf pine, therefore returning longleaf to the site in increments. Re-establishing longleaf on these sites would result in a sustainable, natural community. I also notice in the LMR, that 621 acres of Mallory Swamp was planted to slash pine. Having consulted with previous landowners on the restoration of Mallory Swamp, I consider this inappropriate since it is not the appropriate species and slash pine plantations will interfere with appropriate fire return intervals vital to restoration. I also see in the LMR that practically the same acreage was planted back to off-site slash pine as was planted to longleaf, which is inconsistent with the stated goal of restoring natural communities.

Special precautions are being made to prevent and reduce soil compaction during Mechanical operations. On sites that have already been highly disturbed in the past it may be beneficial to use a broadcast herbicide to reduce hardwood competition. I did like the idea of a ban spray followed by mowing. On the reforestation site we looked at it seemed that mowing would be a must to control hardwoods and to reach a flatwoods pine system.

The text in the plan (pages 5-6) would benefit from some editing. That aside, my concern about the objectives is that I am skeptical of our (District, FNAI, whomever) ability to accurately define "historic natural communities." (Someone says "this was mesic flatwoods" and everyone else nods in agreement, yet there is little evidence to back up those opinions.) Most ecological communities today on District lands are novel ecosystems—self-developing and self-sustaining assemblages that have resulted from human activities. I urge a more open-minded approach, one that recognizes that no two acres are the same, that we have a moral obligation to protect the unique products of evolution, that community types exist mainly in the eyes of the beholder, and that management actions need to ensure the presence of natural drivers such as fire and floods. I am concerned that District management is too heavily guided by out-dated thinking regarding forest types and community ecology. As a result, the District will be ill-prepared for the inevitable changes that will accompany shifts in weather, climate, frequency of fires and floods, and so forth. I urge you to let nature drive your thinking, and your management, and do your best to set preconceived notions of "communities" aside.

We were not aware of any reference maps that had to be updated.

I applaud the use of GIS program the District has developed and is utilizing on a regular basis to identify needs and document site conditions of each stand and database management for fire return intervals. Well done!
My personal opinion is that all road side ditches, and interior ditches should be blocked in order to keep water on the property. In the wetlands or stored in the surficial aquifer.
The district seems to plan ahead which makes you aware of future problems. The reference maps provided at the review look very current!
Not much opportunity for improvement here--SRWMD is doing a good job already.
Great effort to keep soil disturbance to minimum. Restoration is long term and ongoing and will take some time constantly working on better maps and GIS

Ground Cover Resource Objectives

Not in compliance	In Compliance	Exceeding Compliance	Average Score	Objective
1	9	2	1.1	Monitor the grass, herbaceous and shrub layers to detect if the resource falls outside the DFC parameter range
0	9	3	1.3	Reduce degradation of the existing native groundcover
2	7	2	1.0	Reintroduce or supplement current native ground covers with local stock from District lands or cooperating land management agencies

Ground Cover Resource Objectives Comments/Opportunities for Improvement

<p>I.3.1: While, according to the Land Management Report (LMR) a sampling design is being developed, apparently no monitoring has taken place.</p> <p>I.1: From what I observed during the field trip, it appears that this should be scored at a 1, however having observed some past site-prep activities involving broadcast herbicides (in Jefferson County) I'm not completely convinced. If this practice is discontinued, I would score this 1. Having some experience with ecological restoration, I consider chemical herbicides, as well as light roller chopping a valuable restoration (as well as silvicultural) tool. I think band spraying, directed spraying, and individual stem treatment can be very effective. However, broadcast herbicides and roller chopping in such a way that significant</p>

soil disturbance occurs is detrimental. Broadcast herbicides affect too many non-target species. This not only destroys native groundcover, but adversely affects rare plants, and may eliminate them from the site altogether. This is not consistent with the stated goal of protecting native vegetation.

I.2.1: I think reintroduction of native ground cover species with local stock is an excellent practice, however I don't recall seeing any evidence of this during the field trip on any mention of it in the LMR. However, I support any plans to do so in the future.

I would like to see the District fully develop and begin implementing its groundcover monitoring program, to include a consistent, reliable and accurate sampling method so that condition and occurrence data may be obtained throughout the range of natural community types.

The District is to be commended on its effort in planning, and commencing initial site preparation on the Withlacoochee Quail Farms site in an effort to try and restore the native groundcover. I would be interested to know what method(s) of groundcover reestablishment is planned and in visiting this site in a couple of years.

I would like to know the level of success in single drum chopping to control the hardwood resprouts that developed after whole tree chipping at Cuba Bay. Ultimately, controlling the hardwood competition is crucial to successful ground cover reestablishment and reintroduction of a prescribed fire regime. I would also like to see this site in a year or two, now that longleaf pines have been planted.

I did not see or read much about ground cover management. I did, however, note a strong tendency to manage trees (plant, kill, harvest, census, etc.); I did not see a commensurate effort on the ground cover. Nevertheless, it is the ground cover diversity that we always tout. Admittedly, growing trees is relatively easy, and the results are readily apparent. But with 250+ understory species, perhaps more of the effort should be shifted to groundcover enhancement, and not just growing pines and killing hardwoods.

No groundcover monitoring was done because a new sampling design is being developed and only one person is assigned monitoring responsibility. It is likely that missing one year will not affect Desired Future Condition significantly.

Unsure of efforts in I.2.1

I think burning is a great way to begin natural recruitment of native vegetative and I do realize that you are planting long leaf pine in places. I am not fond of seeing slash pine on properties and would cut it all and replant with long leaf in uplands and hydric flatwoods.

Was not discussed at this session.

According to the 2011 report the monitoring and reintroduction of groundcover is still in the development stages.

There needs to be a Rx fire component to this scorecard. Rx fire is essential to virtually all your resource objectives (Timber, ground cover, rare species).

I would like to see the Rx fire activity reported by community type. The current table does not provide enough detail on what communities or where Rx fire is not meeting Return interval DFCs. Also, with the broad return intervals specified in some communities it would be valuable to have some indication that the fire program is actually maintaining some acreage in the short end of the interval and not just burning at the long end of the interval.

Doing a good job with burning. Hopefully, burning during the growing season will be a lower cost way of attaining their objectives.

Monitoring surveys/vegetation plots to determine what is present.

Try to encourage more native groundcovers

Also need as much light fuels/grasses back in planted pine areas

Timber Resource Objectives

<u>Not in compliance</u>	<u>In Compliance</u>	<u>Exceeding Compliance</u>	<u>Average Score</u>	<u>Objective</u>
0	8	6	1.4	Manage for natural community heterogeneity to attain a multi-aged and vertically diverse forest, including select dominant and/or old growth trees and snags
0	10	4	1.3	Maintain the dominant and co-dominant tree species within the DFC parameter range
0	9	6	1.4	Reforest within DFC parameters using techniques that minimize damage to other natural community resources
0	10	5	1.3	Maintain an accurate and current forest resource inventory
1	9	5	1.3	Ensure that commercial harvests provide the maximum financial returns that are possible with the consistent attainment of natural resource values

Timber Resource Objectives Comments/Opportunities for Improvement

I.1.1.c: During the field trip, the stand of relatively mature slash pine that was to be thinned a second time and manipulated for slash pine regeneration didn't appear to need thinning at this time. I observed few diseased or suppressed trees and tree density/basal area didn't appear such that the stand is in need of thinning in the near future, since few, if any of the crowns were touching. Considering the depressed saw log market at this time, I don't think it would be in the best interests of the owners (tax-payers) to thin this stand (or others like it) again until either saw log prices rise or the canopy closes. I have timber stands that are much denser than the one we were shown and I'm certainly not going to thin again until the market is better. (If the purpose is to provide opportunities to regenerate the slash pine, I have already addressed that fallacy.)

<p>The District's effort to reforest 621 acres of slash pine is commendable. For longleaf pine, however, only 26 out of 622 acres planted, <5%, achieved the DFC parameters, 400-900, for the establishment age class. The low survival rates for longleaf occurred on multiple sites throughout the District's region. Realizing that the District's reforestation standards are to be revised, I would like to see staff consider combining a single drum chop, with pre band or broadcast, or post band treatments with a herbicide that has Imazapyr as its AI on mesic flatwoods sites when attempting to establish longleaf pine. I have seen longleaf pine successfully established on thousands of acres of formerly bedded, mesic flatwoods sites over the past 8-10 years using all three of these methods. All or most of the post band treatments occurred on sites that were single drum chopped in early summer, planted with containerized longleaf in or around September, and released (6 oz. Arsenal AC) the following calendar year in Spring, April-May.</p>
<p>I question the basic objective of "multi-aged, vertically diverse forest." Clearly, this is laudable and appropriate in many situations. Two concerns: first, many kinds of vegetation in north central Florida have historically regenerated following catastrophic events such as fire, hurricane, tornados, or prolonged flooding. As a result, they were likely dominated by a narrow range of cohorts. "Multi-aged" sounds great, but one size does not fit all. Second, the sites we visited and read about dealt primarily with pine-dominance, with the exception of some drier sites where fire-tolerant oaks are encouraged (or perhaps ignored). I did not see much emphasis on, or interest in, "vertical diversity."</p>
<p>Very knowledgeable staff who have a critical understand of the need to conduct prescribed burning during the appropriate conditions in order to minimize impacts to timber resources and carefully restore these lands back to DFC's. Creative use of contracted prescribed burning.</p> <p>It is apparent by traveling through district lands that scenic vistas are maintained and managed through prescribed fire.</p>
<p>Attempts to get maximum financial returns when doing a harvest.</p>
<p>Management of timber resources seems to be a primary focus probably a result of economic benefits of the harvest.</p>
<p>Regarding reforestation efforts I would like to see pond pine (<i>Pinus serotina</i>) included in wet flatwoods plantings. I think your establishment age class DFC should be community specific. While 400-900 is reasonable for mesic flatwoods 200- 400 is more appropriate for sandhill sites.</p>
<p>Due to clear cuts and planting in by previous landowners, SRWMD is "starting from scratch" at getting back to the original cover. Seems to be a good head start on this.</p>
<p>Maybe more longleaf interplanting where stands are lightly stocked</p> <p>Try to encourage as much native groundcover as possible</p> <p>Keep up active prescribed fire program</p>

Rare Species Resource Objectives

<u>Not in compliance</u>	<u>In Compliance</u>	<u>Exceeding Compliance</u>	<u>Average Score</u>	<u>Objective</u>
1	10	3	1.1	Identify and monitor rare species on District lands
1	9	5	1.3	Protect and manage biodiversity on District lands
1	9	3	1.2	Provide District staff with the most current rare species locations, status, and Rare Species Best Management Practices (BMP)
0	12	1	1.1	Maintain and/or increase existing rare and imperiled species populations

Rare Species Resource Objectives Comments/Opportunities for Improvement

1.3.3: We were informed and the LMR indicates that FNAI surveys newly acquired lands and the LMR indicates that staff conducts surveys for rare species. However it appears from what we were told during the field trip that most of the staff surveys were directed toward animals, especially gopher tortoises. I got the feeling that little effort was directed toward plants and as far as I know, the District has no one on staff qualified to conduct plant surveys. Initial surveys by FNAI are a step in the right direction, however, in order to be effective, plant surveys should be conducted following burns, since most plants found on pine dominated (fire dependant) communities are very difficult to detect except following burns. Therefore in order to have an adequate inventory of rare plant species, surveys need to be coordinated with burns and there should be at least two visits to a given site to catch spring and fall flowering species. While occasional surveys would be better, at least one thorough survey (at least an early summer and a fall visit) following fire would provide a good initial inventory.

1.1;1.3: Without good inventories, protection may not be adequate. With proper management using timely prescribed burns (2-4 year fire return intervals) most rare, as well as common component species, should do well since community health should be maintained. However, during such activities as harvesting and herbicide applications, knowing where populations of rare species are located is essential to protection. Another obvious concern is the lack of current data as far as rare species occurrences on surplus lands. The District is in the process of identifying and selling surplus lands without proper inventories of rare species on the lands being sold. This is a blatant violation of public trust since there is no way the Board can make an informed decision as to whether to dispose of these

lands without knowing what biological (and archeological) resources they are removing from protection by taking them out of public ownership.
I think the District has done well to manage and accommodate for the rare species that occur throughout its region. I commend the District for maintaining occurrence records and locations in a geodatabase that is available to District staff for planning and other purposes. I also think that ongoing monitoring of existing lands and surveying newly acquired lands to document associated imperiled species is important and it's good to know this is taking place.
Here, as elsewhere, you are severely limited by staff numbers and funding. I think you do a fine job with what you've got, but I think you would agree that you could do a much better job if you had more resources. This is particularly true on the all-important "maintain and/or increase" aspect of this component.
District should hire additional staff or utilize volunteers to monitor for these conditions, since these are truly the measurable products of their combined resource management efforts.
The good is the burning, which will re-establish traditional species if the communities are correct.
I question how comprehensive the monitoring and surveys can be with only one staff person dedicated to the effort. Expertise in a wide variety of fields would be necessary for an effective program.
The effort to monitor imperiled species is commendable. Currently FWC is implementing a focal species monitoring program that is somewhat broader and monitors a suite of species that ideally will provide feedback on overall ecosystem health and effectiveness of our land management. With this program we are standardizing our monitoring protocols to maximize the value of the data collected. We hope that in the future other land managers will consider adopting these monitoring protocols to provide consistent information on animal populations on public lands.
I'd suggest making available a rare species ID and check list so that volunteers who are using district lands can inform SRWMD about any possible finds.
Adding diversity to the lands will occur as land management practices convert timber lands to more natural communities.

Cultural and Historic Resource Objectives

<u>Not in compliance</u>	<u>In Compliance</u>	<u>Exceeding Compliance</u>	<u>Average Score</u>	<u>Objective</u>
0	12	3	1.2	Document location of significant cultural and historical resources on District-managed lands and share information with the Division of Historic Resources within the Department of State
0	8	5	1.4	Protect and prevent negative impacts to cultural and historical resources during all activities
0	11	3	1.2	Monitor the condition of cultural and historical resources on District-managed lands

Cultural and Historic Resource Objectives Comments/Opportunities for Improvement

I.1.1;I.3.4: Selling of surplus lands without a site-specific survey for archeological resources is a risk to any archeological resources that may occur on the site, since it loses protection provided by public ownership.
I think the District exceeds in its efforts to identify, protect and monitor existing cultural and historical resources on its property.
This is another instance in which you are entrusted with stewardship of important resources, yet you are not provided with the resources needed to do the job in the best possible way. You do well with what you've got, and you know what needs to be done, but you need the budget that would enable you to do it right.
Suggest use of internships, volunteers, or other paid resources to help with the routine monitoring and protection of cultural resources as well as identification of new historic resources. These cannot be given priority unless the district invests in additional resources to care for and monitor them. Similar challenges are faced within my own agency and specific unit.
SRWMD seems to be doing a good job on this. The 50 years time horizon for historical items seems a bit short--it means that if a junked Model A Ford is found, it would be a historical artifact instead of a piece of junk!
Cultural resources seem to be managed at the appropriate level

Water Resource Objectives

<u>Not in compliance</u>	<u>In Compliance</u>	<u>Exceeding Compliance</u>	<u>Average Score</u>	<u>Objective</u>
1	7	7	1.4	Minimize structural floodplain management on District-managed lands
0	11	3	1.2	Maintain surface and groundwater quantity and quality during land management activities
1	9	4	1.2	Restore hydrologic regimes to the DFC when needed and where possible
1	7	3	1.2	Rehabilitate or decommission outmoded water control features or structures

Water Resource Objectives Comments/Opportunities for Improvement

<p>During the field trip artificial drainage ditches were observed. Artificial drainage features (and artificial obstructions) should be eliminated in order to restore the natural hydroperiod of wetland features. Such wetlands and surface waters store water, increasing aquifer recharge and slowly release water into watercourses sustaining flows during drier periods. Ditches remove water quickly following rainfall, which causes more flooding during heavy rainfall events, while eliminating this source of water for aquifer recharge and sustainable flow.</p>
<p>The District exceeds in minimizing impacts/alterations to the "natural" and/or historical flow of water within the floodplain zones of which it has regulatory authority.</p> <p>The District continues to exceed in conserving and protecting the surface and groundwater quantity and quality while performing silvicultural and other land management activities.</p>
<p>Given the District's key word, "water", you are right in focusing on this aspect of the management program. You do a good job and would do it even better if you had additional resources.</p>
<p>We did not observe either water analysis sites or rehabilitated water control features during our visit.</p>
<p>I feel more attention needs to be given to the removal of old drainage structures throughout the district lands to allow for greater recharge needs of the aquifer (restoring swamps and wetlands to hold water instead of draining them). The district has placed a great emphasis on developing cross connectivity of natural communities and this effort is the next step in restoring these lands and the water table.</p>

There is so much ditching leading in to the rivers that a purposeful inventory of those needs to be done and the ditches blocked.
Mallory Swamp appears to have been a very successful project.
No work or comments on outmoded water control features, so I left this one blank. You might have a conflict with historical objectives above if you take out an old weir.
Water demands and drought will continue to put limitations on available water

PUBLIC USE

<u>Not in compliance</u>	<u>In Compliance</u>	<u>Exceeding Compliance</u>	<u>Average Score</u>	<u>Objective</u>
0	5	10	1.7	The District shall provide resource based recreation to the public consistent with DLMP
0	10	4	1.3	All District managed lands meet the Public Use Development and Maintenance Standards
0	7	7	1.5	Select District lands will be open for providing high-quality hunting and fishing opportunities

Public Use Comments/Opportunities for Improvement

I think the District has done an outstanding job of providing resource based recreational opportunities for the public. There are ample single track mountain as well as hiking and horseback riding trails for the public to utilize throughout the region. In addition, there are canoe launches, boat ramps and picnic areas to name a few improvements that are available for use. These facilities are all well designed to help minimize potential impacts to other resources.

The hunting opportunities on District lands are numerous and due to favorable habitat management and limited hunting pressure, offer a high-quality experience. I commend the District for its cooperative workings with the FWC and the USFWS. I also commend the District for its overall support of hunting and its recent recommendation to add 9,203 acres to the WMA system.

Good job. This is the main area where cooperation with other agencies pays off. There may be additional opportunities with non-governmental organizations that merit exploration, but I suspect you are aware of most such opportunities.
The District is taking an active role in supporting resource based recreation while balancing these needs with the protection of natural and cultural resources. Multiple visitor improvements have been made for public access and I applaud their efforts in this area. They have provided significant financial resources towards facilities improvements which have a great economic impact on the 14 counties that it serves. Keep up the great work!
Great job.
It is curious that additional acreage was added for hunting when numbers for this user group is on the decline. Passive use and hunting do not always work well together.
The district does a good job on this. On Holton Creek, Camp Branch and similar areas it might not hurt of have a kiosk with a map showing hiking, biking & equestrian opportunities.
Many cooperative efforts for hunting with FWC.
Kayak/canoeing/fishing opportunities much better than many agencies.

COMMUNICATIONS

<u>Not in compliance</u>	<u>In Compliance</u>	<u>Exceeding Compliance</u>	<u>Average Score</u>	<u>Objective</u>
0	11	4	1.3	District land management is operating under a current Board approved DLMP
0	8	7	1.5	District staff held an annual Land Management Review Team meeting to review the previous fiscal year's activities and showcase land management operations
0	11	2	1.2	District land management staff represented the District to the public and peers through articles in District Newsletter, Public Workshops, Training Opportunities, Presentations, etc.

Communications Comments/Opportunities for Improvement

The ELM team is doing a fine job protecting wildlife habitats, managing for forest lands and are dedicated to preserving and using these lands effectively
More outreach is always better, but I have no idea how you would add that on to your current activities given the severe budgetary constraints under which you operate. In setting priorities, I think your obligation is to the natural resources first and outreach to the public second.
More consideration needs to be given to property disposition activities. Upland properties, especially adjacent to roadways provide good fire breaks, and eliminate urban interface challenges during prescribed fire activities and limit encroachment activities. Also reduces unnecessary soil impacts from fire line construction.
I applaud all of the District Staff for their partnerships with other agencies in public use, permitting and resource management efforts! Keep up the great work.
I am not sure about the last one because I can find maps but do not necessarily see articles, public workshops and training opportunities etc generally available to the public where they can see them. It could be I just do not see them in the newspaper or check your website often enough.
The Land Management Reviews are well done an informative.
It would be nice to get e mail updates on district meetings, articles etc.
Public workshops help get the word out and find out how the public feels. Encourage "public ownership" of District lands.
Try to encourage new participants on Land Management Review Team (new people = new ideas)

FISCAL RESPONSIBILITY

<u>Not in compliance</u>	<u>In Compliance</u>	<u>Exceeding Compliance</u>	<u>Average Score</u>	<u>Objective</u>
0	7	7	1.5	District staff are managing and protecting resources on District lands in an efficient manner within the limits of an annual budget
0	9	5	1.4	District land managers shall seek out and apply for grants and/or cost-share agreements to offset land management costs

Fiscal Responsibility Comments/Opportunities for Improvement

Overall the staff is doing a great job managing the district lands with the funds provided. One aspect that I think should be looked at closer is the lands that are being disposed. The overall concept of selling these lands and buying other floodplain lands seems to make sense. Although I believe that owning some land outside of the flood plain benefits the floodplain ecosystems, makes management easier, and keeps the land from being developed or farmed. I believe disposing of land near floodplains goes against the Florida Statute of protecting "aquifer recharge, water resource and water supply development".

Somehow we (that's all of us, not just District staff) need to convey to the public and to policy makers the importance of the District's programs to the quality of our lives. The time is long past when we should continue to regard water and the ecosystems that protect water supplies as "free" commodities. A quantitative assessment and valuation of the ecosystem services provided by District lands is long overdue. I think it would be an eye-opener.

District staff is utilizing creative programs combined with GIS information to help them manage these resources within their limits of an annual budget. When acquiring such a significant quantity of land, they are working hard to develop baseline needs of each parcel and begin a long process of restoring these resources to DFC's.

During the annual review, I found staff to be a dedicated team of individuals who diligently seek means and ways to comply and follow the District Land Management Plan. They are focused on achieving desired future conditions on under achieving parcels which should then be maintained by natural processes. Staff is efficient in cooperative agreements with other State agencies to manage titled lands and making them available to enhance the quality of life of those who enjoy them.

Under current economical conditions, the Governing board may wish to revisit the extent of active management of timberlands and the intensity of manipulation to achieve the high bar of DFC that has been placed as a goal of the District on titled lands. Maintaining a healthy balance of Resource Protection and Fiscal Responsibility may require the District to re-evaluate the costs of DFC at a time when the greatest concern is water quantity and water management, coupled with a declining budget. We are not only facing record low ground water levels but will be facing ever increasing legal challenges and litigation costs which will dip into the District's budget. Comparatively, we need to be focused on investing in the science of available clean water as we move forward into uncharted low flows and disturbing ground water levels.

Is doing an excellent job handling the budget reductions.

I believe every effort is being made to use funds efficiently and effectively. I think the staff is doing a great job considering the cuts that have been made to the

district budget over the past several years.
From what I've seen on the ground, and heard during the review, they are doing a good job of handling these resources.
Withlacoochee grant for quail management habitat

The Land Management Review Team is annually assembled to review District land management and is required by Florida Statutes to determine the following:

Florida Statute 373.591, reads that the Land Management Review Teams will “determine whether conservation, preservation, and recreation lands titled in the names of the water management districts are being managed for the purposes for which they were acquired and in accordance with land management objectives.”

Florida Statute 259.036, reads that the Land Management Review Teams, “in conducting a review, shall evaluate the extent to which the existing management plan provides sufficient protection to threatened or endangered species, unique or important natural or physical features, geological or hydrological functions, or archaeological features.

<u>Not in compliance</u>	<u>In Compliance</u>	<u>Exceeding Compliance</u>	<u>Average Score</u>	<u>Requirements set forth by Florida Statute</u>
0	8	7	1.5	Are District lands are being managed in a manner consistent with the purpose for which they were acquired, including public access?
0	10	5	1.3	Are District land managers implementing the District Land Management Plan? This includes sufficient protection to threatened or endangered species, unique or important natural or physical features, geological or hydrological functions, and/or archaeological features.

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Senior Hydrogeologist

DATE: May 24, 2012

RE: Water Supply Program Activity Report

SRWMD/SJRWMD/DEP Interagency Agreement:

- Staff received comments and a revised cost from the Water Science and Technology Board on the scope of work. Staff from both Districts have started the review of literature.

Water supply planning:

- Staff continues to attend Consumptive Use Permitting consistency meetings and teleconferences with the other four water management districts and the Department of Environmental Protection. These meetings are being held to promote permitting consistency between all five water management districts.
- Staff will continue to attend consumptive use permitting application meetings by teleconference to participate in the development of consistent applications for water use permits.
- Staff will continue to attend consumptive use permitting allocation flexibility meetings by teleconference to participate in the development of consistent water use permit allocation methodology.
- Staff will continue to attend consumptive use permitting demand projections meetings by teleconference to participate in the development of consistent demand projection methodologies for water use permits.
- Staff will continue to attend consumptive use permitting conservation rule requirement meetings by teleconference to participate in the development of consistent conservation rule requirements for water use permits.
- Staff will continue to attend consumptive use permitting criteria/conditions of issuance meetings by teleconference to participate in the development of consistent permitting criteria for water use permits.
- Staff will continue to attend consumptive use permitting wetland harm meetings by teleconference to participate in the development of consistent wetland harm criteria for water use permits.
- Staff continues to meet regularly with SJRWMD via conference calls to coordinate activities in the water supply planning and permitting processes.
- Staff attended the Florida Leaders Organized for Water (FLOW) meeting on May 14 at the Florida Gateway College Library and Media Center.

- Staff hosted the second Interagency Agreement quarterly update meeting with executives from SRWMD, SJRWMD and DEP on May 16 at the SRWMD office in Live Oak.
- Staff attended the North Florida Utility Coordinating Group Executive Meeting on May 23 at the SJRWMD Headquarters in Palatka.

Aquifer Recharge Concepts:

- Following Board approval in May 2012, staff is proceeding with a contract to engage the services of Atkins, Inc., to proceed with the Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study.
- Staff and Board Council are working with the SJRWMD to develop an Interagency Cooperative Funding Agreement since the SJRWMD is co-funding the Atkins aquifer recharge project.

Interstate coordination:

- The next Florida/Georgia coordination meeting is scheduled for September 12, 2012, from 9:00 am to 2:00 pm, at the Wiregrass Technical College located in Valdosta, Georgia.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the June 12, 2012, Governing Board meeting if you would like further information.

CH/dd

MEMORANDUM

TO: Governing Board

FROM: Megan Wetherington, Senior Professional Engineer

DATE: May 24, 2012

RE: Water Resource Monitoring Program Activity Report

Staff collected water chemistry samples at 20 groundwater sites; recorded levels and maintained stations at 181 wells, 21 lakes, and 19 stream stations; and reported rainfall from 38 sites to the National Weather Service. Agricultural water use was monitored at 190 wells on 48 agricultural operations. Levels at an additional 81 wells were recorded as part of the annual effort to create a potentiometric map of upper Floridan aquifer water levels.

Staff worked with St. Johns River Water Management District staff toward the completion of two monitor wells, an upper and lower Floridan aquifer, at the District's Falling Creek property. Other sites targeted for new or repaired wells are Jasper, the District's Bay Creek property in Columbia County, and the District's Santa Fe Swamp property in Bradford County.

Installation of telemetry on wells and surfacewater gages continued, with 88 new sites installed to date. The automation of the network has allowed data collection to proceed with two fewer staff positions than a year ago.

Staff participated in the quarterly meeting of the Salinity Network, a state-wide effort created by Florida Department of Environmental Protection to report aquifer conditions. Staff also attended an Inter-District Springs meeting, hosted by South West Florida Water Management District as a means to share information and studies about springs among the five water management districts.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the June 12, 2012, Governing Board meeting if you would like further information.

MW/dd

MEMORANDUM

TO: Governing Board

FROM: John Good, Chief Professional Engineer

DATE: May 24, 2012

RE: Minimum Flows and Levels (MFLs) Activity Report

Highlights

- During the last four weeks the MFL team has been involved with project field work and inter-agency activities with SJRWMD. Staff spent April 20-27 along the Upper Suwannee River facilitating access to multiple floodplain sites for soils and vegetation data collection.
- On the Middle Suwannee River, staff guided a contractor on a reconnaissance (April 24-26) to allow selection of river cross-section survey locations.
- Staff has developed a draft memorandum to outline how SRWMD and SJRWMD staff will work together to coordinate consistent MFL processes under the Interagency Agreement.
- On-going work efforts include weekly conference calls with selected contractors and weekly internal project team and management meetings.

The following sections summarize activity by water body, organized by anticipated completion order. Budgets shown are for work orders issued to date and do not include anticipated monies.

Lower Santa Fe and Ichetucknee Rivers & Springs

- Preliminary modeling results are under review and analysis by contractor.
- Staff met with Lower Santa Fe/Ichetucknee biological contractor to review work product.
- The stage data for the Ichetucknee head spring is under review by the USGS for subsequent District use.
- A draft document outline was developed for the Lower Santa Fe/Ichetucknee technical report.
- A one-day working meeting was held at the District with Lower Santa Fe/Ichetucknee contractors to collaborate on MFL development.
- District staff met with park staff at Ichetucknee to discuss use of recreational criteria in MFL development.

- Work Order Status:

Status	Contractor / Vendor	Fiscal Year		Grand Total
		2011	2012	
Completed	Delta Surveying	\$44,749		\$44,749
	Janicki	\$7,000		\$7,000
	USGS	\$5,000		\$5,000
In-progress	BCI	\$1,154	\$25,574	\$26,728
	Intera	\$37,710	\$105,176	\$142,886
	Janicki	\$26,040	\$104,311	\$130,351
		\$121,653	\$235,061	\$356,714

Upper Suwannee River & Springs

- Staff continued data collection at water level gages on the Upper Suwannee.
- Staff participated in field work with Upper Suwannee MFL Contractor for ecological data collection April 20 thru 27.
- Staff held an on-site meeting to plan scope of cave dive at White Sulphur Springs if needed if USGS contract approved (approved at May Board meeting).
- Discharge measurements were conducted on Swift and Hunter Creeks for use in model calibration.
- Work Order Status:

Status	Contractor / Vendor	Fiscal Year		Grand Total
		2011	2012	
Completed	EAS	\$13,170	\$32,620	\$45,790
	J Sherman Frier	\$28,616	\$6,384	\$35,000
In-progress	AMEC Surveying		\$96,360	\$96,360
	EAS		\$135,640	\$135,640
	HSW		\$497,150	\$497,150
	USGS		\$7,800	\$7,800
		\$41,786	\$775,954	\$817,740

Lake Butler

- The initial field recon with contractor is complete.
- The scope of work has been received and is under review.

- Work Order Status:

Status	Contractor / Vendor	Fiscal Year	
		2012	Grand Total
In-progress	Stantec	\$5,500	\$5,500
TOTAL		\$5,500	\$5,500

Middle Suwannee River & Springs

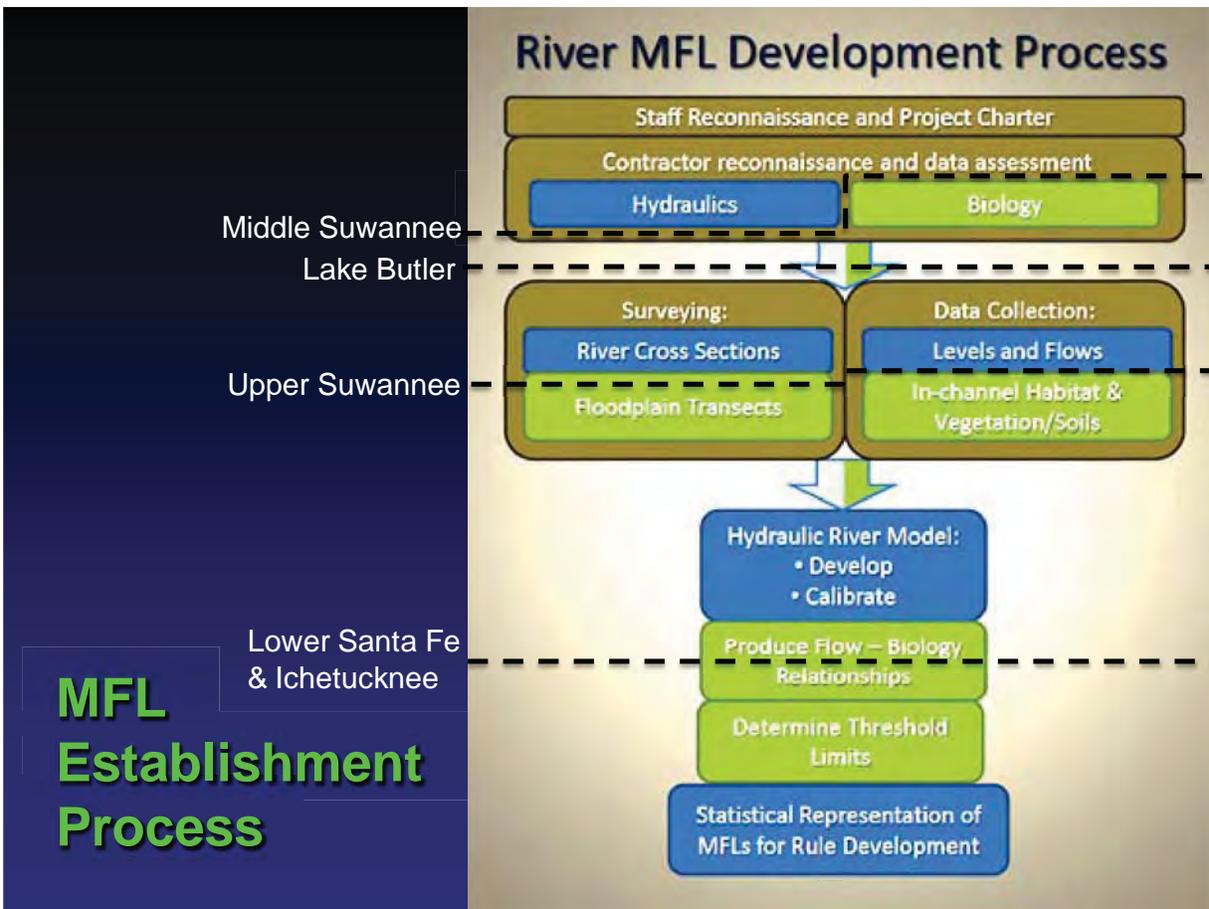
- The initial staff reconnaissance has been completed.
- A contractor was identified and a work order issued for a data review and field reconnaissance to select modeling locations for cross-section surveying.
- A Middle Suwannee River reconnaissance was made with Dr. Cole.
- Staff conducted a 3-day field reconnaissance with modeling contractor for surveying needs.
- Work Order Status:

Status	Contractor / Vendor	Fiscal Year	
		2012	Grand Total
In-progress	EAS	\$24,590	\$24,590
		\$24,590	\$24,590

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the June 12, 2012, Governing Board meeting if you would like further information.

JG/dd

Graphic showing status of water bodies in MFL process



MEMORANDUM

TO: Governing Board
 FROM: Tim Sagul, Senior Professional Engineer
 DATE: May 24, 2012
 RE: Regulatory Services Activity Report

Environmental Resource Permitting (ERP) Activities

Permit Review

The following table summarizes the environmental resource permitting activities during the month of April.

April 2012	Received				
Environmental Resource Permits	Noticed General	General	Individual	Exemption Requests	Extension Requests
	18	10	0	3	0
	Issued				
	Noticed General	General	Individual	Exemptions Granted	Extensions Granted
	12	8	1	5	0

The following Individual Environmental Resource Permits were issued by staff, pursuant to 373.079(4)(a), Florida Statutes.

File Number	Project Name	County	Issue Date
ERP08-0201M2	SE 144th Street Wetland Mitigation Revisions	Bradford	5/8/12
ERP12-0008	CR 354 /SR 51 Bike Path	Lafayette	5/16/12

Inspections and as-built certification

The following chart shows staff activity on projects that have been permitted from January 1, 2009 to April 30, 2012.

Permit Type	Issued	Under	Operation &	Construction	As-Built
		Construction	Maintenance*	Inspections	Inspections
				April 2012	April 2012
Exempt	45	22	23	2	0
Noticed General	504	367	137	12	1
General	280	177	103	3	1
Works of the District	112	55	57	3	3
Individual	45	32	13	4	0
Conceptual	4	3	1	0	0
TOTAL	990	656	334	24	5
PERCENT		66%	34%		

*O& M includes permits that have expired and were not constructed.

Water Use Permitting and Water Well Construction

The following table summarizes water use and water well construction permitting activities during the month of April.

April 2012	Received		Issued
Water Use Permits	14		16
Water Well Permits	143		143
Water well permits issued and received according to well use:			
Abandoned/destroyed	1	Livestock	3
Agricultural Irrigation	10	Monitor	11
Aquaculture	0	Nursery	0
Climate Control	0	Other	3
Fire Protection	2	Public Supply	0
Garden (Non Commercial)	0	Self-supplied Residential	110
Landscape Irrigation	3	Drainage or injection	0
Commercial or Industrial	0	Test	0

The following is a list of reported emergency wells that have been permitted from December 1, 2011 through May 10, 2012. Of the 28 wells, 24 are for residential uses, three are for irrigation and one is a public supply. Dry wells accounted for 18 of the emergency permits.

Permit #	Issue Date	TRS	Casing Diameter	Well Use	Emergency Type	County
101271	12/12/11	-040701	2	Residential	Dry Well	Taylor
101272	12/12/11	-040701	2	Residential	Dry Well	Taylor
101308	1/3/12	-062224	2	Residential	Dry Well	Bradford
101300	1/3/12	-081921	4	Residential	Dry Well	Alachua
101359	1/26/12	-040832	4	Residential	Dry Well	Taylor
101361	1/26/12	-091321	2	Residential	Dry Well	Dixie
101370	1/30/12	-101213	4	Residential	Other	Dixie
101382	2/7/12	-091327	2	Residential	Dry Well	Dixie
101394	2/9/12	-062216	4	Residential	Dry Well	Bradford
101421	2/23/12	-091820	4	Residential	Other	Alachua
101457	2/28/12	-051727	4	Residential	Dry Well	Columbia
101544	3/17/12	-081905	4	Residential	Dry Well	Alachua
101521	3/21/12	-131404	4	Residential	Other	Levy
101534	3/26/12	-052231	4	Residential	Dry Well	Bradford
101535	3/26/12	+010402	4	Residential	Dry Well	Jefferson
101540	3/27/12	-050822	2	Residential	Other	Taylor
101563	4/2/12	-051001	10	Irrigation	Other	Lafayette
101553	4/5/12	-091336	2	Residential	Dry Well	Dixie
101583	4/6/12	-062103	4	Residential	Dry Well	Bradford
101584	4/9/12	-051205	10	Irrigation	Other	Lafayette
101597	4/13/12	-010501	4	Residential	Other	Jefferson
101613	4/18/12	-101636	4	Residential	Dry Well	Gilchrist
101619	4/23/12	-081921	8	Irrigation	Other	Alachua
101623	4/23/12	-072207	2	Residential	Other	Bradford
101642	5/3/12	-072016	4	Public	Other	Bradford
101645	5/3/12	-111802	4	Residential	Dry Well	Alachua
101654	5/10/12	-040828	2	Residential	Dry Well	Union
101663	5/10/12	-072207	4	Residential	Dry Well	Bradford

Rule development and adoption

The rulemaking schedule follows this report. Staff is participating in weekly joint meetings and conference calls with the Department of Environmental Protection (DEP) and the other Water Management District's (WMD) to address any rule changes required as a result of the recent legislative session and as they relate to water use and environmental resource permitting consistency.

Staff has identified rules, as part of the agency rules review required by Executive Order of the Governor in 2011, which are no longer needed or are duplicative of statute. As a result of this identification, the Legislature passed a law that automatically repealed these rules. The repeal of these rules is set forth in Laws of Florida 2012-31, and are effective 60 days from March 28, 2012. To view Laws of Florida 2012-31, see <http://laws.flrules.org/2012/31>.

Staff Outreach

- Staff is working to implement the E-permitting process in cooperation with St. Johns River Water Management District. The Water Well construction portion will be implemented first with ERP and Water Use to follow. Testing for the water well construction portion began this month. Implementation will occur upon final acceptance of required documents from Bank of America.
- Staff hosted the May meeting of the North Central Florida Water Well Association (NCFWWA) and provided training on the new E-permitting portal.
- Staff continued to coordinate with FDEP and water management districts on reclaimed water policy.
- Staff continues to attend the Columbia County and Suwannee County Catalyst Working Groups to discuss regulatory issues.
- Staff continues to participate in discussions on water use permitting consistency with FDEP and the other water management districts.
- Staff continues to meet with FDEP and other water management districts to coordinate the implementation of HB503 and state wide ERP.
- ERP staff met with representatives for an economic development project in Taylor County.
- Staff continues the process of locating all impoundments on the Dam Inventory List within the boundaries of the Suwannee River Water Management District.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the Governing Board meeting if you would like further information.

TS/rl

Attachments

40B-2.301

Conditions of Issuance of Permits

Send to OFARR	6/29/11
Approved by OFARR	7/5/11
GB Rule Dev. Auth.	8/9/11
Notice of Rule Dev.	8/26/11
GB Proposed Rule Auth.	4/10/12
Notice of Proposed Rule	
Send to OFARR	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

40B-2.301

Water Use Monitoring

Send to OFARR	
GB Rule Dev. Auth.	2/14/12
Notice of Rule Dev.	3/2/12
GB Proposed Rule Auth.	
Notice of Proposed Rule	
Send to OFARR	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

40B-400.091

ERP Handbook

GB Rule Dev. Auth.	12/9/08
Notice of Rule Dev.	2/4/11
GB Proposed Rule Auth.	1/11/11
Send to OFARR	3/15/11
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

40B-400.103

ERP Handbook

GB Rule Dev. Auth.	1/11/11
Notice of Rule Dev.	2/4/11
GB Proposed Rule Auth.	1/11/11
Send to OFARR	3/15/11
Notice of Proposed Rule	
Send to JAPC	
Mail to DOS (tentative)	
Effective Date (tentative)	

MEMORANDUM

TO: Governing Board

FROM: Hugh Thomas, Suwannee River Partnership Coordinator

DATE: May 24, 2012

RE: Suwannee River Partnership (SRP) Program Activity Report

Staff continues to work with USDA-Natural Resources Conservation Service (NRCS) to provide "Conservation Technical Assistance" to update the poultry farm conservation plans in the Middle Suwannee area.

District staff, Dr. George Hochmuth of the University of Florida Institute of Food and Agricultural Sciences (UF IFAS), and Kenneth Hall gave a tour of Suwannee Farms on May 22.

Staff worked with Farm Bureau and District staff to coordinate three outreach meetings for the agricultural community regarding the District's movement into a Phase III Water Shortage and to educate farmers about the District's Water Use Monitoring and Reporting Program.

As part of the Partnership's effort to help farmers save water, staff has worked with farmers to upgrade and retrofit 48 center pivot systems with funding from FDACS and administered by the Levy Soil and Water Conservation District.

Staff has continued to work with UF IFAS staff on the United States Department of Agriculture Conservation Innovation Grant for Advanced Irrigation Management.

SRP staff has been assisting UF IFAS staff in preparing and planting crops as part of the Sod-Based Rotation Project, funded by a Florida Department of Environmental Protection 319 Grant, to determine improved crop yields and water savings by using advanced crop rotation practices. Work is being conducted at three farms and the UF IFAS Agriculture Extension Center.

Staff continues to work with Farm Bureau, NRCS, and District staff to organize the June 28, 2012, CARES dinner and to identify recipients to be recognized at the dinner.

As part of the Partnership Agriculture Water Conservation working group, staff continues to work with the University of Florida Public Issues Education (PIE) Center for Agriculture and Natural Resources to administer the Partnership survey in an effort to develop strategies and recommendations related to water supply and water quality issues.

Staff continues to work with the Florida Department of Environmental Protection staff to determine outreach efforts in the Restoration Focus Area of Ginnie Springs as part of the Santa Fe Basin Management Action Plan (BMAP).

Staff continues to assist with resolving irrigation and other agriculture related complaints.

Staff visited farmers to assist with Best Management Practice (BMP) implementation assurance, BMP follow-up, sampling assistance, record keeping assistance, and other education.

Staff continues to work on the BMP implementation assurance program for dairy and poultry operations.

Staff assisted farmers with water use permit renewals.

Thank you for your attention to this summary of current activities. Please feel free to contact staff prior to the June Governing Board meeting if you would like further information.

HT/dd

MEMORANDUM

TO: Governing Board
 FROM: Bob Heeke, Senior Land Resources Manager
 DATE: May 24, 2012
 SUBJECT: Land Management Activity Report
 NATURAL RESOURCE MANAGEMENT

Timber Sales

The Jones Mill Creek #1 timber sale is 100% complete. This harvest is estimated to have produced 29,690 tons of pine. The final tally of timber removed and revenues is underway. Final clean-up field inspection was performed May 22, 2012.

Prescribed Fire

**Summary of FY 2012 Prescribed Burns
 10/1/2011 – 5/11/2012**

	2012 Target Acres	Acres Complete
SRWMD	14,000	3,523
FFS TRSF	2,000	837
TOTAL	16,000	4,360

Contractors conducting prescribed burns on Suwannee River Water Management District (District) lands this year include: Wildland Fire Services (WFS) and B&B Dugger Inc. (B&BD). Also included are the acres the Florida Forest Service burns on Twin Rivers State Forest (FFS TRSF). The Florida Forest Service (FFS COOP) will also provide a crew to burn additional acres on both District tracts and Twin Rivers State Forest.

2012 Activity Table (4/7 - 5/11)

TRACT	COUNTY					Total Acres	Total Wildfire Acres
		WFS	B&BD	FFS COOP	FFS TRSF		
Ellaville	Madison	327				327	
<i>Sub-total for Period</i>		327	0	0	0	327	0
<i>Previous Acres Burned</i>		3,196	0	0	837	4,033	450
Total Acres		3,523	0	0	837	4,360	450

Dry weather conditions continued to limit prescribed burning activities during the report period. Activities were curtailed to both lower the chance of stress and potential mortality on pine trees and to also limit the chance of fire escaping during volatile burning conditions. Throughout the rest of the spring and summer, burn managers will continue to look for burning opportunities following any significant rain events.

Although no additional wildfires occurred on District land during the report period, wildfire activity has been increasing throughout the state. Because of this, the Florida Forest Service (FFS) has had to focus their attention and manpower on wildfire concerns. For this reason, FFS has advised that it will not complete its goal for SRWMD burning.

A complete Florida Forest Service Fire Weather Outlook can be found online at: http://www.floridaforestservice.com/fire_weather/forecast/seasonal_forecast.html

Rare Species Monitoring

The District has recorded rare and imperiled species occurrences on District lands over the course of several decades. District staff monitors rare species locations during the appropriate season to ensure the species persistence on District lands. Threats and/or stressors to the rare species are documented and addressed to prevent any further degradation of habitat.

During the weeks of April 16 –May, 11 2012, District staff monitored the following rare species:

- Seven District tracts were monitored for presence of Anglepods (*Gonolobus suberosus*; Threatened); specimens were observed on four of the tracts.
- Five District tracts were monitored for the presence of Bachman's Sparrow (*Aimophila aestivalis*); this species of bird is an indicator of high quality upland pine habitats. These sparrows were detected at the Mattair Springs and Holton Creek Tracts.
- Three District tracts were monitored for presence of Hooded Pitcherplant (*Sarracenia minor*; Threatened); specimens were observed on two of the tracts.
- Three District tracts were monitored for presence of Needle Palm (*Rhapidophyllum hystrix*); specimens were observed at each tract.
- One District tract was monitored for presence of Chapman's Sedge (*Carex chapmanii*; Threatened). The multiple specimens recorded on this tract were not observed; staff will survey again in the coming weeks.

No stressors or degradation to the above rare species were observed. Certain species may not have been observed due to current environmental conditions or failure to observe the species during the monitoring period.

Invasive Weed Monitoring and Control

Two invasive weed infestations were monitored on two District tracts; both were mimosa, which is a Florida Exotic Pest Plant Council Category I. No mimosa was observed at one site; an adult mimosa tree was treated with chemical herbicide at the other site.

Land Management Review Team

On April 17, 2012, staff showcased District land management to the Land Management Review Team (LMRT), a diverse group of 15 individuals from several public land management agencies, private industry, and private landowners. The review included staff presentations on the District Land Management Plan (DLMP), review of Performance Measures and the Excellence in Land Management (ELM) Program scorecard. Field review took place in the upper basin of the Suwannee River including the Big Shoals and Bay Creek Tracts.

All LMRT comments were very positive. Participants found the District to be in or exceeding compliance in managing lands for the purpose for which they were acquired and in meeting the management objectives that provide sufficient natural resource protection. This report is outlined in another agenda item.

FACILITY MANAGEMENT

District staff and contractors are working on the following improvements:

Bay Creek	0.31 miles of a new entrance road were completed along the south side of surplus parcel, 0.15 miles of fireline was completed along west side of surplus parcel, 2 gates were installed.
Withlacoochee Quail Farms	0.25 miles of new roads have been completed, 5 waterbars were installed, 0.50 miles of road improvements were completed, and 2 gates installed.

PUBLIC RECREATION SERVICES

The table below shows Special Use Authorizations issued this month.

Recreation	Temporary Ingress & Egress	Mallory Swamp ATV Trail	Goose Pasture Camping ¹	Other	Total
27	1	9	32		69

gal
008-00025

MEMORANDUM

TO: Governing Board
FROM: Brian Kauffman, Senior Professional Engineer
DATE: May 24, 2012
RE: Water Resource Projects Program Activity Report

Edwards Road Wetlands Restoration Project, Bradford County

District staff met with the City of Starke's representatives on April 27, 2012, to discuss the proposed interlocal agreement. Based on the meeting, the agreement is being modified accordingly by District general counsel. District staff also met representatives from Bradford County to discuss the project on April 27, 2012. Staff also met with the Bradford County Soil & Water Conservation District to discuss the plan.

In addition, the District has received the appraisal for the back 14 acres of the KOA property. An offer to purchase the property was sent to the owner on April 4, 2012. The District and the owner met intend to meet on May 11, 2012, to discuss the offer.

Federal Emergency Management Agency (FEMA) Map Modernization and Risk MAP

Levy County: The Letter of Final Determination was issued on May 2, 2012, and based on this letter the new flood insurance study will become effective on November 2, 2012.

Fiscal Year 2009 projects: The appeal period for the Live Oak Detailed Study has been published in the Federal Register. Legal Notices will also be posted twice in the local newspaper. The studies in Dixie, Gilchrist and Lafayette County are all progressing towards preliminary map production.

Fiscal Year 2010 projects: District staff has amended contracts with AMEC, AECOM, and Atkins, to complete the Mapping Activity Statement that has been developed for the Lower Suwannee watershed.

Fiscal Year 2011 projects: District staff has amended contracts with Atkins to begin Discovery for the Upper Suwannee and Santa Fe rivers Risk Map Studies.

Lake Sampson Water Control Structure

Staff met with the Bradford County Commissioners to present the project status on April 19, 2012. Based on comments from that meeting further discussions will be held to determine if the County could receive an operation and maintenance permit for the current structure.

Algal Turf Scrubber Pilot System at Boston Farm

Hydromentia has submitted a Phase I proposal to the District to install an algal turf scrubber system on the Suwannee River. On April 6, 2012, staff requested additional information about the proposal. Hydromentia provided the additional information as requested. Staff continues to consider further implementation of this project.

Bell Springs Restoration

The Florida Fish & Wildlife Conservation Commission (FWC) has applied for grant money to restore the Bell Springs' spring run on District land in Columbia County. It appears that FWC has been approved for \$55,000 of restoration funding for this project starting July 1, 2012. FWC has requested project management assistance from the District. In late May the agencies will discuss how to move forward with the project.

Home Depot/Cannon Creek Wetland Mitigation

District staff has prepared a draft interlocal agreement with Columbia County to outline the responsibilities of each entity as it relates to the mitigation of wetlands impacted by two stormwater projects proposed by Columbia County. The Army Corps of Engineers provided their evaluation of the wetland impacts to the District and the interlocal agreement was modified based on their evaluation. The agreement is being reviewed by the District's general counsel with subsequent review by Columbia County. Columbia County is working with the District to obtain an environmental resource permit for the Cannon Creek stormwater improvement project. District staff is exploring mitigation alternatives within the Cannon Creek Basin and the Santa Fe River watershed.

Water Conservation Program

The Florida Rural Water Association (FRWA) and District staff completed water conservation field audits for the following schools: Columbia County High, Trenton High, Suwannee County Primary, Hamilton County Elementary and Bronson Elementary. Reports outlining the results and recommendations for each school will be completed by May 30, 2012. After reviewing the results, the FRWA, District and school staff will meet to discuss the results and determine which water conservation recommendations should be implemented. District and FRWA staff also met with Gilchrist County and the City of Bronson to discuss providing a conservation audit for the utilities.

Big Bend Water Authority

In July 2011, the Governing Board agreed to provide \$250,000 towards the cost of connecting existing homes and businesses to the new centralized wastewater system being designed for the town of Steinhatchee. The new wastewater system will help ensure the protection of the estuary's water quality. The Big

Bend Water Authority board approved the interlocal agreement with the District at their meeting on March 22, 2012. Construction is scheduled to begin in July 2012.

Minimum Flows and Levels Survey Contract

The field work for the Upper Suwannee River Phase B is complete and the initial deliverables will be sent to the District staff for review the week of May 14, 2012. Field work for the Upper Suwannee River Phase A is still ongoing. Project completion is currently expected the final week in May.

A new Request for Qualifications to survey the next section of the Suwannee River is being developed to collect data in the most efficient and economic manner.

Please feel free to contact staff prior to the June 12, 2012, Governing Board meeting if you would like further information.

/bk

Compliance

updated 5/22/2012 10:27:19 AM

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE06-0058	LEVY	8/2/2006	5/23/2012	Unpermitted construction.	Douglas McKoy	Permit denial removed from May 2010 Board agenda. 8/2/10; information received. 11/1/10; engineer stated the response submittal was in the mail. 1/3/11; RAI response received. 1/25/11; RAI sent. 4/21/11; received an extension request. Extension granted until 6/2/11. 6/8/11; received RAI information. 8/5/11; received RAI response. 9/2/11; RAI sent. Meeting 9/22/11; working on revising mitigation plan. As of 11/16/11, no response received. 12/6/11; emailed respondent for update. January 2012 Board for denial & enforcement proceedings. 1/4/12; received additional information concerning mitigation plan. 1/9/12; received environmental audit. Governing Board granted Respondent 60 days to complete application. 3/29/12; received response. Staff reviewing submittal. 4/24/12; RAI sent.	Webster, Patrick
CE10-0026	COLUMBIA	4/20/2010		Unpermitted construction.	Sam Oosterhoudt-Lake City Developers, LLC.	4/20/10; SWO delivered. 4/26/10; NOV sent. 5/21/10; file to legal. 5/26/10; Engineer hired. Legal action on hold. 7/26/10; received ERP application. 8/11/10; sent RAI. 11/15/10; sent 18 day letter. 1/11/11; extension letter sent. 2/4/11; meeting with Respondent. 2/25/11; Compliance Agreement (CA) sent for signature. 3/14/11; signed & executed CA sent to Respondent. 5/18/11; received admin. cost & partial penalty. 5/31/11; final payment not received. Respondent defaulted on CA. June 2011 Board for initiation of legal action. Board directed legal to contact Respondent. 7/12/11; Board contacted Respondent. As of 8/5/11; no information received. August 2011 Board for initiation of legal action. 8/8/11; paid balance of penalties, submitted application fee & as-builts. 8/8/11; close file. 9/12/11; file reopened. 9/1/11; surety check returned for stop payment. 10/4/11; 14 days to pay for returned check. November 2011 Board for revocation of permit and initiation of legal action. 11/8/11; Board deferred action until December 2011. 11/8/11; received Letter of Credit for review. January 2012 Board for revocation of permit & enforcement proceedings. 1/10/12; Respondent stated he would fix the issues. Enforcement action placed on hold. 2/1/12; staff coordinating with Respondent for on-site meeting. 3/1/12; on site meeting Respondent given outline of actions needed to bring project into compliance.	Marshall, Leroy

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE11-0031	TAYLOR	6/6/2011	6/30/2012	No as-builts.	Fred Shore - Gulf Breeze Partners, LLC.	20 days to contact District. 06/17/11; received call from Respondent. 7/13/11; on-site meeting. Respondent to modify the permit. 09/13/11; sent e-mail sent requesting update. 10/13/11; call from Engineer; as-built to be submitted by 10/31/11. 10/27/11; call from engineer. Owners will not modify permit at present. Owners will submit corrected as-builts on or before 11/15/11. 11/21/11; call from engineer to discuss as-builts. Initial review indicates detention ponds are not adequate. 12/27/11: extended deadline. 1/05/12; call with engineer and owner. As builts complete and engineer is updating drawings to bring permit into compliance. DEP has requested optional plans since the site will be divided into dual ownership. New field data is being compiled and revised plans will be submitted jointly to District and DEP by 6/30/12.	Bowden, Jerry
CE12-0007	BRADFORD	2/3/2012	8/11/2012	Unpermitted excavation & fill in wetlands.	Michael VanZant	20 days to contact District. Mr. VanZant contacted District by 02/27/12. On-site meeting was conducted on 03/02/12, with Mr. VanZant. 3/26/12; Compliance Agreement (CA) mail for signature. 4/5/12: received signed CA. 4/13/12: returned executed CA. 4/13/12; received CA penalty check & ERP application. Staff reviewing submittal. 4/24/12; permit issued. Staff to monitor CA conditions.	Mantini, Louis
CE12-0009	TAYLOR	2/23/2012	6/13/2012	Unpermitted excavation & wetland fill.	Enrique Villagomez	Site visit was conducted on 04/06/12, and it was determined that dredging impacts existing but fill was not as clearly-defined. Fill might have been used on-site for the homesite and back yard. On 4/23/12, the certified NOV returned-unclaimed. However, Respondent did respond to the NOV that was delivered by conventional mail. Staff will proceed by encouraging Respondent to obtain permit or restore the site. Respondent will be contacted for a meeting by 6/13/12.	Mantini, Louis
CE12-0011	SUWANNEE	3/29/2012	6/21/2012	Unpermitted borrow pit.	Donna Whitfield	20 days to contact District. Respondent contacted District on 04/11/12. Site visit conducted on 4/17/12, with complainant's brother (John Cox. 386.935.4701), and impacts to neighbor's property were confirmed (erosion of property boundary). Staff will discuss with Ms. Whitfield by 5/9/12. 5/21/12; Compliance Agreement sent to Respondent for signatures.	Mantini, Louis

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE12-0013	BRADFORD	4/20/2012	6/22/2012	Unpermitted excavation & fill.	Brian & Phyliss Margettes	Mr. Margettes contacted the District on 04/27/12, in response to an NOV sent on 4/24/12, and a site visit was conducted on 05/1/12, to discuss permitting or resrtoration options. A pre-application correspondence was mailed on 5/7/12, in order to present after-the-fact permitting options. 5/22/12; file being prepared legal for Consent Agreement approval.	Mantini, Louis
CE12-0016	LEVY	5/11/2012	6/11/2012	Clearing within 75-foot setback.	Greg Griffis	20 days to submit WOD application.	Hastings, John
CE12-0015	HAMILTON	5/1/2012	5/29/2012	Unpermitted excavation.	Faye Corbett	20 days to contact District.	Mantini, Louis
CE12-0004	ALACHUA	2/14/2012	6/13/2012	Unpermitted fill in wetlands.	Gary Yelvington/Yelvington on Distribution Center	20 days to contact District. District was contacted in the prescribed period and has been in contact with the Yelvington's environmental consultant, Ecosystem Research Corporation (ERC). ERC has been delineating wetland boundaries and assisting Eng Denman & associates with an alternative site plan that will involve fill removal from wetlands. A revised impact delineation was received on 04/25/12. A meeting was attended scheduled with Yelvington's engineering and environmental consultant's on 04/30/12, to discuss mitigation of impacted area). A revised mitigation report is expected on 06/13/12.	Mantini, Louis
CE12-0005	HAMILTON	2/16/2012	6/13/2012	Unpermitted clearing & fill in wetlands.	Everal B. Allen	20 days to contact District. Respondent called 02/27/12. Meeting 3/02/12 with Mr. Allen and consultant. Wetland fill issues were resolved, and plans and calculations were received by the District on 04/20/12, from Crews Engineering Services, LLC. However, an application was not received, so the engineering consultant was notified and instructed to complete the application that should be received by 06/13/12.	Mantini, Louis

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE10-0042	UNION	10/10/2010	5/28/2012	Unpermitted construction.	John Rimes, III - New River Forest Villas	04/04/11; information received. 5/11/11; letter sent; 30 days submit compliance deadline. 05/26/11; engineer had been hired on behalf of the Town & will comply with the District. 6/29/11; staff met on-site to review the site. Engineers to propose a phased approach to permit application in order. The engineers sent a contract proposal on 7/1/11, and Mr. Rimes to meet with the City 7/6/11. 7/26/11; letter received stating that engineer had been hired and resolution should be reached soon. 9/22/11; meeting with Worthington Springs. 10/5/11; sent letter to Respondent 30 days to submit ERP application & supporting documentation. 11/4/11; received ERP application. 11/30/11; RAI sent. An extension for RAI response was granted, per request, until 5/28/12.	Mantini, Louis
CE11-0005	BRADFORD	2/24/2011	6/13/2012	Unpermitted dredge & fill in wetlands.	Jacob Hake	20 days to contact District. Mr. Hake contacted the District on 2/26/11 and a site visit conducted on 3/11/11 with staff. Draft Compliance Agreement delivered 4/1/11. Meeting 4/8/11 to discuss agreement. A field visit with FPL was conducted downstream on 05/31/11; and upstream issues were addressed regarding DuPont properties and stormwater management. Meeting 6/24/11 to discuss watershed. Meeting 7/1/11 with County to determine ditch maintenance. Site visit conducted on 9/14/11 identifying current source of flooding concerns as DuPont - Staff to follow-up with another discussion with DuPont and site visit by 10/12/11. 10/20/11; updated compliance agreement mailed. 10/24/11; received returned (refused) certified compliance agreements. Compliance Agreement re-sent on 10/31/11 by first class mail. Staff inspected on 11/25/11, and remedial actions have not been performed which consist of restoring a berm adjacent to the ditch that traverses the property and drains towards the west. Presented at January 2012 Board for approval of enforcement proceedings. Received signed CA agreement 1/19/12. 4/13/12; site meeting. Work to be complete by 06/13/12.	Mantini, Louis

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE11-0007	GILCHRIST	2/9/2011	6/21/2012	Unpermitted structure in floodway.	Richard & Rebecca Tenaglia	20 days to contact District. Received WOD application 3/2/11. 3/30/11; sent RAI. District staff met with Respondent on 4/8/11 to discuss draft compliance agreement (CA). CA mailed for signature 4/13/11. RAI mailed 4/15/11. CA returned unclaimed 5/2/11. 5/2/11; resent CA. CA received by Respondent but Respondent cannot return it at this time. 9/20/11; sent letter requesting return of CA by 10/11/11. 10/7/11; received mail from Respondent stating sudden health issues.10/28/11; sent email extending his execution of the compliance agreement to 11/30/11. Met with Respondent on 1/26/12. 3/13/12; staff reviewing preliminary variance request. 5/18/12; received Variance Request. 5/23/12; Variance request sent to legal for review.	Webster, Patrick
CE11-0010	GILCHRIST	3/17/2011	5/25/2012	Unpermitted development.	Richard Roberts	20 days to contact District. 3/22/11: Compliance Agreement being prepared & RAI sent. Mr. Roberts contacted the District on 3/22/11. Compliance Agreement received by Mr. Roberts on 3/21/11. 4/5/11; meeting at District. Executed the compliance agreement and paid penalty. 4/11/11; mailed executed Compliance Agreement. Conducted site inspection on 4/15/11, fill was removed and regraded but large mounds of cleared vegetation must still be removed from the floodway. RAI responses received on 4/21/11. Permit issued 4/28/11. Owner has requested a burn permit to burn vegetative piles. Has not been able to burn because of drought conditions. 7/19/11; Respondent came in and reported that he will work on burning the vegetative debris. Site visit 8/18/11 & 9/1/11. 9/7/11; letter sent. 45 days to remove vegetation debris. 10/7/11; Mr. Roberts informed District that due to health conditions, he has stopped debris removal. As of 1/17/12, Mr. Roberts has been given clearance to do some light work activity. He has been slowly working on removing the piles. Staff will keep monitoring his progress and reinspect by 5/25/12.	Webster, Patrick

<i>CE #</i>	<i>County</i>	<i>Discovery Date</i>	<i>Date Action Required</i>	<i>Violation Summary</i>	<i>Respondent</i>	<i>Comments</i>	<i>Staff</i>
CE11-0019	COLUMBIA	3/24/2011		Erosion & sediment control issues.	Palmer Daughtry - Emerald Cove Subdivision	21 days to contact District. Developer contacted the District within the allotted time and has scheduled a meeting for 6/22/11. At the 6/22/11 meeting, the developer agreed to request Columbia County take over operation and maintenance since he is no longer financially capable of providing such services. 8/23/11; letter sent stating 18 days to transfer to O&M to County or complete corrective action. 9/14/11; letter sent informing Mr. Daughtry staff is referring to Governing Board for initiation of legal proceedings. Staff to work with Columbia County to resolve maintenance issues.	Link, James
CE11-0036	TAYLOR	8/24/2011	6/13/2012	Unpermitted construction.	Oscar M. Howard, III/RT 207 Properties/Iron Horse Mud Ranch	Site visit 9/7/11. 9/13/11; NOV sent. 20 days to contact District. 9/16/11; received fax. Staff awaiting RAI response to proceed with Compliance Agreement. 1/27/12; sent 18 day letter. 2/10/12; requested 15 additional days to send RAI response. 3/8/12; received RAI information. Staff preparing Compliance Agreement. 4/4/12: sent RAI. 45 days to respond with a 05/19/12 deadline not satisfied; staff will consider an extension to 06/13/12, if requested.	Mantini, Louis

MEMORANDUM

TO: Governing Board
FROM: George T. Reeves, Esq., Board Counsel
DATE: June 11, 2012
RE: Enforcement Status Report

ADMINISTRATIVE MATTERS WITHIN THE DISTRICT

Respondent	Justin M. Fitzhugh
Enforcement Number / County	CE05-0046 / Columbia
Violation	Non-Functioning Stormwater Management System & Failure to Submit As-Builts
Legal Counsel	Brannon, Brown, Haley & Bullock
Date Sent to Legal	July 1, 2010
Target Date	Ongoing
Legal Fees to date	\$2,111 (approximate)

Counsel mailed a Notice of Violation to Justin Fitzhugh on July 22, 2010, regarding a non-functioning surface water management system and failure to submit as-built certification forms. After numerous contacts with Mr. Fitzhugh, a Compliance Agreement was executed by Mr. Fitzhugh and the District.

Staff performed a site inspection on March 15, 2011, and discovered that no work has been done to bring the pond into compliance with permit conditions. The Compliance Agreement specified a monthly payment schedule for the assessed penalty, administrative costs and attorney's fees. As of June 2, 2011, no payments have been received.

It has been discovered that the property at issue in this matter is in foreclosure. Columbia Bank now owns property. Staff and counsel have contacted the Bank regarding requirements to resolve violation. Staff was contacted by a general contractor working for the bank regarding resolution to this violation on October 6, 2011.

Counsel contacted Columbia Bank's attorney regarding the remedial work required. Columbia Bank's attorney will notify the bank that a contractor needs to be employed quickly, if not already done so, and the remedial work performed as soon as possible.

An adjoining landowner has contacted the District regarding a possible purchase of the subject property and modification of his permit to include and remedy the current non-functioning system located on the subject property.

The property at issue has been sold and the buyer has contacted the District regarding the remedial work needed. **No change since last report.**

Respondent	Derrick Freeman
Enforcement Number / County	CE08-0043 / Suwannee
Violation	Unpermitted Structure in Floodway
Legal Counsel	Brannon, Brown, Haley & Bullock
Date sent to Legal	August 9, 2010
Target Date	Ongoing
Legal Fees to date	\$667 (approximate)

Counsel has attempted to notify Mr. Freeman repeatedly of the violation. Counsel has discovered that Mr. Freeman has been unavoidably detained in South Florida due to health issues.

Counsel has not received a response from Mr. Freeman, but has been informed by Express Legal Support Services that Mr. Freeman is still located in South Florida due to health concerns. Staff is working with counsel to determine an alternate legal party on behalf of Mr. Freeman. A complaint will be filed in the Circuit Court on or before November 30, 2011, along with a motion to place the case in abeyance until such time that Mr. Freeman is able to be served and defend the lawsuit or appoints a person to represent him.

Counsel spoke with the mortgage company's attorney and notified the company of existing violations on the property. Counsel is preparing and will send a formal letter to the mortgage company detailing the existing violations and remedies.

Mortgage Company put on notice of the outstanding violations existing on the property. Counsel was notified that Freeman has filed a Suggestion of Bankruptcy. As such, the finalization of the foreclosure matter is on hold until either the bankruptcy is resolved or the mortgage company is given authorization to proceed with the foreclosure. **No change since last report.**

Respondent	Richard Oldham
Enforcement Number / County	CE10-0024 / Bradford
Violation	Unpermitted Pond & Deposition of Spoil Material
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A.
Date sent to legal	October 13, 2011
Target Date	June 29, 2012
Legal Budget / Legal Fees to date	\$5,000 / \$2,473

A Notice of Violation was sent to Mr. Oldham on April 13, 2010. After numerous attempts to correct this violation, the file was sent to counsel. Counsel notified Mr. Oldham twice regarding the action needed to remedy the situation.

In order to resolve this enforcement action, either the site needs to be restored to pre-existing conditions or the pond must be permitted and the spoil material removed from the flood-hazard area. Mr. Oldham had commenced corrective work but has stopped. On May 1, 2011, staff sent Mr. Oldham a Compliance Agreement for signature. He has not returned the signed agreement.

At the September 2011 Governing Board meeting, the Board authorized Counsel to seek resolution for failure to comply with District rules.

Administrative Complaint and Order ready to be signed by Executive Director and served on Oldham once approved by Board Counsel.

Counsel has received authorization from Board counsel to proceed with the Administrative Complaint. The Complaint will now be finalized and executed and served on Mr. Oldham.

Respondent	Scott McNulty
Enforcement Number / County	CE10-0045 / Levy County
Violation	Unpermitted Excavation & Road Construction
Legal Counsel	Robinson, Kennon & Kendron, P.A.
Date sent to legal	March 7, 2011
Target Date	Ongoing
Legal Budget / Legal Fees to date	\$5,500 / \$1,826.60

District discovered that unpermitted excavation and road construction had occurred in the Cedar Key Heights Subdivision and may have occurred in jurisdictional wetlands within right-of-way. A violation letter was sent to Mr. McNulty via certified mail, which requires a response from him on or before April 10, 2011. Received letter April 8, 2011, from Respondent's counsel indicating that Mr. McNulty is not in violation of the District permitting process and does not intend to pay any fees or fines. At the May 2011 Governing Board meeting, the Board directed staff to hire counsel to develop a list of options for resolution and bring the options back to the Board for further consideration.

Staff contracted with Bruce Robinson of Robinson, Kennon & Kendron, P.A., to advise the Governing Board on resolution options. Mr. Robinson provided the options for resolution. These were discussed at the June Board meeting.

Staff met with Levy County on August 18, 2011, to discuss historic plats and how to work together to prevent situations like this. In addition, staff discussed a

possible resolution to this matter that would involve the District and the County taking corrective action.

Staff met with Board Counsel and Legal Counsel on December 20, 2011, to discuss resolution options. It was the wishes of Board Counsel that we proceed with an Administrative Complaint.

Administrative Complaint filed on March 13, 2012. Defendant served March 29, 2012. Notice of Appearance and Answer, Affirmative Defense and Request for Hearing filed on April 18, 2012, by Defendant's attorney, Edith Richman. The Request for Hearing filed by Attorney Richman was deficient in that it did not have all the requirements in it required by Title 28 of the Florida Administrative Code.

Defendant filed an Amended Petition for Referral to DOAH, and the matter is to be referred by the Board to DOAH for an Administrative Hearing.

Respondent	Larry R. Sigers
Enforcement Number / County	CE08-0072 / Columbia
Violation	Unpermitted Dredge & Fill
Legal Counsel	Robinson, Kennon & Kendron, P.A.
Date sent to legal	October 5, 2011
Target Date	March 12, 2012
Legal Budget / Legal Fees to date	\$7,500 / \$ 8,023.79

The District opened a compliance proceeding on December 16, 2008, when staff discovered unpermitted dredge and fill of approximately 13.5 acres within a forested wetland. After numerous meetings, Mr. Sigers applied for and was issued an Environmental Resource permit (ERP09-0244). While the permit was being processed, Mr. Sigers signed a Consent Agreement that was executed by the Board in March 2011. The Consent Agreement, upon final signature, became Final Order 11-0001.

As of August 15, 2011, Mr. Sigers has not fulfilled his obligations under the Final Order and the conditions of his ERP. This includes restoration, mitigation, land donation in lieu of penalty and payment of administrative costs and attorneys' fees currently totaling \$2,252.99.

At the September 2011 Governing Board meeting, the Board authorized Counsel to seek resolution. Enforcement file sent to staff legal counsel on October 5, 2011, to resolve violation for failure to comply with District rules.

Defendant has been successfully served. On December 6, 2011, Defendant filed a Motion to Dismiss and a Motion for More Definite Statement. On December 8, 2011, Defendant filed an Amended Motion to Dismiss. The two motions have been set for hearing on March 12, 2012.

A mediation was held on May 10, 2012, and a tentative settlement agreement was reached whereby the Defendant would pay the sums required in the Consent Order and, based on the decision of the Board, would either convey the 31 acres to the Board, or pay the penalty set forth in the Consent Agreement.

The Governing Board executed the Final Order regarding Mr. Sigers and the conveyance of the 31 acres set forth in the Consent Agreement at its May 29, 2012 meeting. Legal to prepare deed to property.

Respondent	Rodney O. Tompkins
Enforcement Number / County	CE11-0001 / Gilchrist
Violation	Unpermitted Water Use
Legal Counsel	Springfield Law, P.A.
Date sent to legal	October 3, 2011
Target Date	August 16, 2012
Legal Budget / Legal Fees to date	\$4, 271

The District's initial certified letters were returned unclaimed. Local law enforcement served a second NOV on February 11, 2011. The NOV stated that Rodney O. Tompkins Trustee must contact the District to resolve the matter by March 2, 2011. Ms. Tompkins contacted the District on February 18, 2011 and has spoken to District staff several times. Staff sent a certified letter on May 16, 2011 stating that an application must be submitted by May 31, 2011. There has been no response.

The Governing Board authorized enforcement proceedings at its June 2011 meeting. Staff has worked with Governing Board counsel to determine that specific action is needed to order the Respondent to cease water use until Respondent obtains a water use permit from the District.

At September 2011 Governing Board meeting, the Board instructed staff to prepare a Final Order ordering Mr. Tompkins to cease water use until he obtains a water use permit from the District. Enforcement file sent to staff legal counsel on October 3, 2011, to serve Cease and Desist order.

The Cease and Desist Order was served on Tompkins on October 28, 2011. Mr. Tompkins requested an extension of time to respond which was approved by the District. Attorney Terrence Kann sent counsel a written response to the Cease and Desist Order on November 27, 2011. Staff requested Governing Board authorization on December 13, 2011, to file an administrative complaint in this matter.

On January 11, 2012, this matter was transferred from Staff Counsel Lindsey Lander to Staff Counsel, Jennifer Springfield. Staff Counsel is preparing an administrative complaint, which will be completed by February 10, 2012, and will initiate formal enforcement proceedings against Respondent. In the meantime, the District has received a second public records request (dated January 27, 2012) from Respondent's attorney and a second response letter (dated January 30, 2012) to the District's "Cease and Desist Notice." Respondent's attorney requested an in-person, on-site meeting.

The requested on-site meeting occurred on March 8, 2012; Jon Dinges and Staff Counsel attended for the District; Rodney and Rhonda Tompkins and attorney, Terry Kann, attended on behalf of the property/dairy owner. An action plan was orally agreed to by all persons present, which includes the owner submitting a water use application demonstrating that the current water use is as efficient as possible. Counsel has also been assisting staff in responding to public records requests from the property owner and from Mr. Steve Gladin. Counsel intends to draft a letter to the owner's attorney setting forth in writing the terms discussed on March 8, 2012, which will include a deadline to submit the application.

Staff counsel sent a certified letter to counsel for the property owner, Terry Kann, on March 9, 2012, which was received on March 12, 2012. The letter requested that a written response or permit application be provided to the District within ten days of its receipt. Counsel received a written response from Mr. Kann via electronic mail on March 14, 2012, regarding some of the details of the agreement. Staff counsel coordinated with staff to draft a written reply, which was finalized and sent to Mr. Kann on March 29, 2012. In its reply, District staff/counsel tried to explain some of the legal constraints applicable to all water uses/permit applicants in the District. Consequently, negotiations with the property owner are continuing, however, if the owner fails to submit an application within the next 30 days, Counsel intends to serve the administrative complaint.

Staff counsel completed drafting the Administrative Complaint on April 15, 2012 and provided it to staff for execution by the Executive Director. The next day, April 16, 2012, staff received a *copy* of an incomplete original application via facsimile transmission. Staff decided to treat the submittal as initiating the permit application process, even though basic information and technical data are missing, including an original signature, application fee, and water conservation forms. While staff are attempting to informally obtain some of the required information, if it is not received on or before May 7, 2012, staff will prepare a formal request for additional information. Also, subsequent to submittal of the application, staff counsel received another letter from Terry Kann, attorney for the property owner, on April 18, 2012, expressing continuing concerns regarding the details of any water use permit proposed by the District.

The property owner failed to submit any additional information or application fee prior to the District’s deadline to request additional information. Therefore, on May 16, 2012, a RAI was sent to Mr. Tompkins as Trustee for the property owner, which provided an additional 90 days to submit the needed documentation and fee.

Respondent	Cannon Creek Airpark
Enforcement Number / County	CE05-0031/ Columbia
Violation	Unpermitted Construction
Legal Counsel	Springfield Law, P.A.
Date sent to legal	February 2006
Target Date	In Permit Process
Legal Fees to date	\$7,048.50

This enforcement action has been on-going for a number of years. This involves work that was done within the subdivision to alleviate flooding. The work was done without a permit. Columbia County officials are working on a stormwater project that may alleviate the practical need to obtain compliance with the existing District permit, but instead would require that the permit be modified to reflect the system as constructed.

District staff is currently reviewing an ERP application to implement one phase of the County’s master stormwater plan that includes the Cannon Creek area, which should address the remaining drainage problems for this project. The District is waiting for Columbia County to respond to the mitigation offer before taking further action on the permit application.

Columbia County responded to the request for additional information. Staff is reviewing the submittal in regards to the proposed wetland mitigation offer.

District staff met with Columbia County on February 28, 2012, to discuss outstanding RAI items and expect to soon receive additional information from the County. Columbia County proposes to “bundle” the wetland mitigation required for this project with mitigation being provided for a Home Depot project. Staff plans to discuss this approach with the District’s Governing Board. **No change since last report.**

CIRCUIT COURT MATTERS

Respondent	Charlie Hicks, Jr.
Enforcement Number / County	CE07-0087 / Madison County
Violation	Unpermitted Construction in Floodway
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	October 30, 2008
Target Date	April 3, 2012
Legal Fees to date	\$21,536.50

The violation consists of construction of a structure in the floodway, without obtaining a Works of the District permit. The case has been before this court several times.

On March 1, 2011, the Court granted the District's Motion for Appointment of the Madison County Sheriff or Other Neutral Party to Perform the Acts Required by the Court's June 8, 2010, Order. The Sheriff of Madison County is unable to accept appointment to perform the acts required the Court's June 8, 2010, Order due to a lack of finances, resources, equipment and personnel. Therefore, a neutral third party will be appointed by the Court to carry out the terms of the Court's Order.

Due to the Judge's unavailability on February 7, 2012, the trial has been rescheduled for March 12, 2012. The Judge had to reschedule again due to his unavailability on March 12, 2012.

The nonjury trial on damages was conducted on April 3, 2012. The Court entered its Final Judgment awarding the District a total amount of \$31,794.07, which consisted of a \$10,000 penalty, an award of attorneys' fees of \$19,454.50, and legal and investigative costs totaling \$2,339.57.

A conformed copy of the judgment has been recorded in the public records and counsel is prepared to execute on the Final Judgment. Counsel recommends the Board authorize counsel to proceed in executing on the Judgment, which will allow counsel to begin the sheriff's sale process.

Respondent	Steven Midyette
Enforcement Number / County	CE07-0065 / Gilchrist County
Violation	Unpermitted Clearing & Filling of Wetlands & Unpermitted Construction
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	September 9, 2008
Target Date	Ongoing
Legal Fees to date	\$9,190.00

The is an ongoing enforcement case which involved clearing of wetland vegetation within a riverine wetland slough without a permit, filling in wetlands and constructing a boat ramp within a riverine wetland slough without a permit. Mr. Midyette eventually signed a Consent Agreement and Order on March 29, 2010. The Governing Board adopted Final Order 10-0010 on July 13, 2010, adopting the Consent Agreement.

Mr. Midyette failed to timely obtain a permit for his floating dock and submit a restoration plan as required by the Final Order.

A Complaint was filed with the Circuit Court of Gilchrist County and it was served on Mr. Midyette on March 30, 2011. We are awaiting his Answer to the Complaint, which is due on April 19, 2011.

A status conference was held with the Court on May 24, 2011, at which Mr. Midyette did not deny our allegation that he breached the Consent Agreement, but simply reiterated his ongoing financial difficulties. The court encouraged Mr. Midyette to get with District Counsel to resolve the issues as it would be less expensive for everyone involved. The Court set another status conference for July 22, 2011. Since Mr. Midyette denies breaching the Consent Agreement in his Answer, District counsel will initiate discovery prior to the next status conference. Received Works of the District application on July 13, 2011. Staff is reviewing the submittal.

Status conference conducted on December 30, 2011, where Midyette represented to the Court that remedial work was progressing. A follow-up status conference is scheduled in March 2012.

The majority of remedial work has been accomplished. The parties are currently negotiating the attorneys' fees and costs and penalty amount to be paid by Midyette. A status conference is set for April 20, 2012.

Status conference held May 25, 2012, new Judge (Judge McDonald) appointed to case. Judge requested a two week extension to try and reach resolution. If no resolution is reached, she will set trial date.

Respondent	Paul Moody
Enforcement Number / County	CE10-0009 / Bradford County
Violation	Unpermitted Construction of a Water Well by an Unlicensed Contractor
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	February 18, 2010
Target Date	Ongoing
Legal Fees to date	\$3,205

Counsel was unsuccessful in negotiations with Mr. Moody in an attempt to resolve this matter. This violation was unpermitted construction of a water well by an unlicensed contractor. A complaint has been filed with the Clerk of Circuit Court of Bradford County.

A Process Server located and served Mr. Moody with the Complaint on March 2, 2011. As of March 29, 2011, Mr. Moody has not filed an answer to the Complaint. Counsel will file a Motion for Default in this matter on or before April 6, 2011.

On May 26, 2011, the Court entered a Final Judgment on Liability against Mr. Moody. Counsel will now move for the entry of an Injunction against Mr. Moody to prevent him from conducting any further well drilling without the required license and permit and for collection of a civil penalty, attorneys' fees and costs.

Pursuant to the Final Judgment on Liability, Counsel will seek entry of an injunction against Mr. Moody and will assess the viability of seeking a money judgment against him. **No change since last report.**

Respondent	Bill McCans / Sonic Drive-In
Enforcement Number / County	CE08-0037 / Bradford
Violation	Non-Function Pond with Off-Site Impacts
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	July 1, 2010
Target Date	In permit process
Legal Fees to date	\$3,906

The violation consists of failure to fix a non-functioning surface water management system that poses off-site impacts to the water resources and it is a public safety concern. Also, Mr. McCans has failed to submit as-built certification forms. After numerous attempts to resolve this matter, a complaint was filed in the Circuit Court of Bradford County. Sonic Restaurants, Inc. was served on February 24, 2011, and Mr. McCans was served on February 22, 2011. An Answer to the Complaint was served by Mr. McCans on March 25, 2011. Sonic Restaurants, Inc. was served on February 24, 2011, and a Motion to Dismiss was served by Sonic on March 25, 2011. However, Mr. McCans has employed the services of an engineering firm to either bring the pond into proper functioning condition under the terms of the original permit, or submit plans for a permit modification if necessary to bring the pond into proper functioning condition. By April 17, 2011, District counsel to contact Mr. McCans Counsel to discuss settlement agreement.

Counsel is drafting a proposed Settlement Agreement to resolve the outstanding violations. Once completed and agreed upon by the parties, the Settlement

Agreement will be presented to the Board for approval or denial. McCans is reviewing the proposed settlement agreement.

Revisions made to proposed Settlement Agreement and sent to McCans attorney for review.

A status conference was held on March 15, 2012. This matter has been scheduled for trial on July 9, 2012. The parties are continuing to negotiate a settlement.

The parties have reached a settlement whereby Mr. McCans has agreed to perform the remedial work necessary to bring the system into proper functioning status and pay the District a penalty of \$4,000, administrative costs of \$2,170.90 and attorneys' fees of \$3,000. Mr. McCans has signed the Stipulated Settlement Agreement, which will be filed with the Court upon execution by the District.

The Settlement Agreement is being filed with the Court along with a Motion to Adopt the Settlement Agreement. Once the Court enters its Order adopting the Settlement Agreement and retaining jurisdiction to enforce the Agreement, this matter will be removed from this Report.

Respondent	El Rancho No Tengo, Inc.
Enforcement Number / County	CE05-0017 / Columbia
Violation	Unpermitted Construction
Legal Counsel	Springfield Law, P.A.
Date sent to legal	January 2006
Target Date	April 30, 2012
Legal Fees to date	\$251,759

This enforcement matter has been ongoing since 2006. After multiple court hearings, and in accordance with Court rulings, a Notice of Sheriff's Sale was sent to the parties by certified mail.

The Sheriff's Sale of Defendant's real property pursuant to two writs of execution occurred on May 3, 2011. The Executive Director and Counsel were present at the sale. After an opening bid by Jeffrey Hill of ten dollars, Mr. Still bid \$390,000, which was also the highest bid. Twenty-two minutes prior to the sale, Jeffrey Lance Hill, Sr., filed a chapter 12 case with the U.S. Bankruptcy Court in Jacksonville, Florida. Counsel has since consulted with Lance Cohen, a bankruptcy attorney in Jacksonville, whom the District retained in 2008 when El Rancho No Tengo, Inc., filed a bankruptcy case. Mr. Cohen is of the opinion that because Mr. Hill filed for bankruptcy prior to the Sheriff's Sale, the District's interest in quieting title would best be served in bankruptcy court. Therefore, Staff has directed Counsel to work with Mr. Cohen again to efficiently and expeditiously secure title to the land in the District.

Bankruptcy counsel filed a motion to dismiss the first week of June 2011. Staff attended the creditors' meeting on June 11, 2011, at which Jeffrey Hill was placed under oath and questioned by the court-appointed Trustee, District staff, and an IRS representative. Mr. Hill's responses failed to reveal much, but the meeting did serve to educate the Trustee regarding the District's interest in the bankruptcy proceeding. Bankruptcy counsel attended a preliminary hearing on July 6, 2011.

Staff inspected the property on July 5, 2011, and found no apparent environmental problems. Staff is contracting with a firm for a detailed phase one environmental audit.

The hearing on July 6, 2011, was merely a pretrial conference with the Bankruptcy Judge at which counsel for the District indicated that it was ready for trial and would need only 30 minutes; only the District's bankruptcy counsel attended this hearing and Jeffrey Hill. The Court stated that it would set the matter for trial and allow two hours. On July 22, 2011, Jeffrey Hill served a request to produce on the District asking for verbatim transcripts of two past Governing Board meetings – February 14, 2006 and May 19, 2011. District counsel is assisting bankruptcy counsel in responding to this request and in preparing for the final hearing scheduled for September 12, 2011.

Columbia County Sheriff Office served a Summons of Civil Action from Jeffrey and Linda Hill on the District on August 3, 2011.

A chapter 12 confirmation hearing in federal bankruptcy court was held on September 12, 2011. This is an evidentiary hearing at which the District's motion to dismiss was heard, as well as Jeffrey Hill's Amended Motion for Sanctions against District counsel and co-counsel in the El Rancho No Tengo case. Mr. Still and Mr. Dinges, who were under subpoena, were briefly questioned by Mr. Hill. The District did not present any testimony, but offered a number of exhibits, which were admitted. The Court took the matter under advisement.

Because six months have passed without a ruling from the Bankruptcy Court on the District's motion to dismiss, Staff Counsel suggested and the Executive Director agreed to request the District's bankruptcy attorney, Lance Cohen, to file a motion to have the automatic stay modified to allow the District to take action to perfect its title in the real property. Mr. Cohen is preparing to file such a motion.

On March 22, 2012, the Bankruptcy Court granted the District's motion to dismiss the Chapter 12 bankruptcy case filed by Jeffrey Hill. On March 28, 2012, District staff recorded the Sheriff's deed with the Columbia County Clerk's Office. Staff is

considering further action to remove a possible cloud on the title, which may require Governing Board approval.

Staff counsel, in coordination with Governing Board counsel and staff, have been working on developing a recommendation regarding whether further legal action is necessary to vest good title to Defendant's property in the District as satisfaction of the District's two final judgments awarding civil penalties, costs, and attorney's fees to the District; and, if so, what action would be most efficient and certain. Governing Board counsel will be making a recommendation to the Board regarding this matter on May 8, 2012.

Jeffrey Hill filed a Motion for Rehearing and Clarification with the Bankruptcy Court on April 2, 2012, which was denied on May 3, 2012. On May 16, 2012, Mr. Hill filed a Notice of Appeal of the Bankruptcy Court's May 3rd Order. The District's bankruptcy counsel, Lance Cohen, is responding to the appeal. Staff presented a recommendation to the Governing Board on May 29, 2012, regarding the real property title issue. The Governing Board requested that additional information be provided at its Workshop scheduled for June 12, 2012. Staff is preparing for the June 12th workshop.

Plaintiff	Jeffrey L. Hill, Sr. and Linda P. Hill
Enforcement Number / County	CE11-0045 / Columbia
Violation	NA
Legal Counsel	SRWMD Insurance Legal Counsel
Date sent to legal	August 2011
Target Date	Ongoing
Legal Fees to date	\$9,550

This is not a District enforcement matter, but appears to have been prompted by one. This matter concerns a circuit court complaint recently filed against the District by Jeffrey and Linda Hill arising out of the District's enforcement litigation against El Rancho No Tengo, Inc. In summary, the Complaint alleges that the District has violated Plaintiffs' personal and property rights, acted with recklessness and malice, taken Plaintiffs' personal and property, forced Mr. Hill into bankruptcy, and caused Plaintiffs psychological and emotional harm. The request for relief includes returning all real and personal property taken, permanently enjoining the District from taking Plaintiffs' property, damages in the amount of \$1,000,000.00, renewal and reinstatement of a writ dated August 4, 1991, and costs and attorney's fees. District Counsel has responded by filing a motion to dismiss, strike and for more definite statement. Counsel is currently researching whether a judgment on the merits may also be available at this stage of the proceeding. In any event, Counsel will soon request a hearing on the District's motion(s).

On October 20, 2011, Plaintiffs served an Amended Complaint to which Counsel responded by serving an Amended Motion to Dismiss and Strike. Counsel also provided a draft Motion to Award [§57.105, F.S.] Attorney’s Fees to Plaintiffs on November 17, 2011. Counsel attended a hearing on the District’s amended motion to dismiss and strike the amended complaint on December 9, 2011. The Court dismissed three counts of Hills’ amended complaint and struck three more, but also gave the Hills 30 days from the date the order is signed to file a second amended complaint.

Counsel drafted and delivered an order to the Hills for review and comment on December 19, 2011. Comments on the draft order are due from the Hills to Counsel on December 22, 2011, at which time Counsel will send a proposed order to Judge Parker. Once a second amended complaint is filed by the Hills, Counsel will prepare an answer with affirmative defenses.

Rather than commenting to Staff Counsel on the District’s draft proposed order, Plaintiff’s filed their “Objection to Proposed Order,” but not before Staff Counsel submitted the District’s proposed order to Judge Parker on December 26, 2011. Thereafter, the District’s proposed order was entered and Plaintiffs filed a timely motion for rehearing. On January 25, 2012, this case was transferred from Staff Counsel Jennifer Springfield to Staff Counsel Lindsey Lander. **No change since last report.**

Respondent	Linda Fennell
Enforcement Number / County	CE06-0107 / Lafayette
Violation	Unpermitted Construction in Floodway
Legal Counsel	Brannon, Brown, Haley & Bullock, P.A
Date sent to legal	July 2009
Target Date	Ongoing
Legal Fees to date	\$13,610

The Governing Board denied the permit application in June 2007 for lack of information. The Respondent filed a second application and variance request in January 2008. The Governing Board denied the second application in May 2008 for lack of information. Staff referred this matter to counsel after many attempts to resolve the violation and Counsel initiated litigation in July 2009. Service of process took quite some time as Respondent was difficult to locate.

Counsel recently held informal settlement discussions with the Respondent’s attorney. Counsel was informed that Respondent is willing to raise the structure above the 100-year flood elevation but unwilling to move the residence outside of the 75-foot setback. Therefore, it appears litigation in this matter will need to continue so this case can be resolved by the Court. Counsel is coordinating with Respondent’s attorney to schedule the trial.

Staff attended the Lafayette County Board of County Commissioners (BOCC) meeting on June 27, 2011, and requested that the County engage its code enforcement process. The BOCC indicated that they will provide support to the District in order to resolve the violation, but that the District should continue to take the lead.

Counsel was informed by her attorney that Ms. Fennell is willing to raise the structure above the 100-year flood elevation; however, Ms. Fennell is unwilling to remove the structure to a location outside of the 75-foot setback. Therefore, it appears litigation in this matter will need to continue so this case can be resolved by the Court. Counsel is coordinating with Ms. Fennell’s attorney to reschedule the trial.

Staff is sending a settlement proposal to Fennell’s attorney to require removal of the dock, raising the home above the 100-year flood level, payment of the District’s costs and attorneys’ fees, and application of a deed restriction or similar instrument allowing the home to stay within the 75-foot setback for the duration of Fennell’s ownership. The settlement proposal, if acceptable to Fennell, will be brought to the Governing Board for action. A hearing on Ms. Fennell’s Motion to amend Answer and demand a jury trial was heard by the Court on December 1, 2011. The Court took the Motion under advisement and will issue a ruling within a few weeks.

Staff Counsel in discussion with Fennell’s counsel, regarding settlement and mediation if necessary.

The Court entered an Order allowing Defendant’s amendment to her Answer but denied Defendant’s demand for a jury trial. Counsel has provided Defendant with a settlement offer but has yet to receive a response. **No change since last report.**

Respondent	Jeffrey Hill / Haight Ashbury Subdivision
Enforcement Number / County	CE04-0003 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	Springfield Law, P.A.
Date sent to legal	May 2006
Target Date	June 30, 2012
Legal Fees to date	\$13,176

This enforcement activity has been ongoing for several years. At the most recent hearing (January 31, 2011), the Court granted the motion for summary judgment in this case. The judge’s order requires Mr. Hill to comply with the corrective actions specified in the District’s final order, imposes a civil penalty, and awards the District its costs and attorney’s fees. The order, which was reduced to writing

on February 15th, also sets a date for a case management conference with Judge Parker on April 25, 2011, for the purpose of determining compliance.

District staff discussed the corrective actions needed to bring the stormwater management system into compliance with the permit with a contractor, Sam Oosterhoudt, on March 15, 2011, and Mr. Oosterhoudt is going to complete the work prior to the case management conference on April 25, 2011.

Respondent has failed to perform the corrective action District staff was expecting to be completed prior to April 25, 2011. Neither Respondent nor Mr. Oosterhoudt contacted District staff after the site meeting on March 15, 2011. At the case management conference with Judge Parker on April 25, 2011, Respondent and Counsel for Columbia County both stated it was their understanding that the work was completed towards the end of March/beginning of April. However, when District staff inspected the property on April 21st, no work had been done.

Judge Parker ordered the parties to appear at a second case management conference set for July 18, 2011, to confirm that the repairs to the pond have been made.

District staff has been regularly inspecting the site to determine whether the repairs are in progress and/or completed. Thus far, no work has been done to comply with the District's final order or the Court's directives.

District staff again inspected the site on July 14, 2011, in anticipation of the second case management conference with Judge Parker and observed that no work had been accomplished. Counsel attended a case management conference with Judge Parker July 18, 2011. Respondent, Jeffery Hill failed to attend the hearing. The Court directed counsel for the District to draft and file a motion requesting that an order to show cause why Respondent should not be held in contempt because Mr. Hill did not show for Court and did not repair the pond as ordered.

District counsel filed a motion for an order to show cause why Jeffrey Hill should not be held in contempt on August 8, 2011, and a hearing was set for October 12, 2011. Counsel immediately withdrew this motion and cancelled the hearing upon receipt of Mr. Hill's Amended Motion for Sanctions on August 12, 2011, which alleged that counsel's actions were in violation of the automatic stay that resulted from Mr. Hill's bankruptcy filing. Counsel intends to re-file the motion and reset the hearing immediately following a decision by the bankruptcy court on September 12, 2011 (see above discussion under Suwannee River Water Management District v. El Rancho No Tengo, Inc.). Counsel will not charge any fees to the District for actions necessitated by the filing of this motion, which may have violated the automatic stay.

Once the bankruptcy Court rules on the District's motion to dismiss and Mr. Hill's motion for sanctions, Counsel intends to ask the Court to schedule another case management conference, as well as a hearing to determine the civil penalty amount and amount of the of the District's costs and attorney's fees, all of which have already awarded. Counsel and staff have been preparing the District's presentation concerning these amounts.

Staff Counsel and Governing Board Counsel met with Columbia County Attorney, Marlin Feagle, to discuss the possibility of the county performing the necessary corrective action and assuming the long-term operation and maintenance responsibility under the District's permit. Property access issues were also discussed. Thereafter, Mr. Feagle discussed staff's proposal with the County Engineer, Public Works Director, and County Manager. Discussions are ongoing between District staff and County staff.

Staff Counsel is drafting an agreement between the District and the County setting forth the County's offer to obtain the necessary legal access and perform the correction action required on the stormwater management system. Thereafter, the District will transfer the permit to the County as the perpetual operation and maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve two other long-standing ERP violations, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

Staff counsel prepared an initial draft of an Interlocal Agreement with the County needed to further the negotiations. Prior to providing the proposed agreement to the County Attorney, counsel sent it to District staff on March 7, 2012, for their review and comment. Since the Bankruptcy Court's automatic stay is no longer in effect due to the dismissal of Jeffrey Hill's Chapter 12 case, in the event this recent attempt to resolve the violation fails, counsel will reschedule the District's motion for an order to show cause why Jeffrey Hill should not be held in contempt and set a hearing on the amount of the civil penalty award and the amount of the costs and attorney's fees award. **No change since last report.**

Respondent	Jeffrey Hill / Smithfield Estates-Phase 1
Enforcement Number / County	CE04-0025 / Columbia
Violation	Not Built in Accordance with Permitted Plans
Legal Counsel	Springfield Law, P.A.
Date sent to legal	May 2006
Target Date	June 30, 2012
Legal Fees to date	\$13,176

This enforcement activity has been ongoing for several years. At the last hearing (January 31, 2011), the Court granted the motion for summary judgment in this case. The judge's order requires Mr. Hill to comply with the corrective actions

specified in the District's final order, imposes a civil penalty, and awards the District its costs and attorney's fees. The order, which was reduced to writing on February 17th, also sets a date for a case management conference with Judge Parker on April 25, 2011, for the purpose of determining compliance.

District staff met with a contractor, Sam Oosterhoudt, at the site on March 15, 2011, to review the corrective actions needed to bring the stormwater management system into compliance with the permit. Staff agreed with Mr. Oosterhoudt that there are physical obstacles. Therefore, staff also agreed to allow Mr. Oosterhoudt two weeks to explore with the Columbia County Engineer the possibility of modifying the permit.

Mr. Oosterhoudt failed to contact District staff as expected on or about March 29, 2011, to provide additional information concerning a possible permit modification. Neither Respondent nor Mr. Oosterhoudt contacted District staff after the site meeting on March 15, 2011. District staff inspected the property on April 21, 2011, and no work had been done. A case management conference with Judge Parker was held on April 25, 2011, at which both Respondent and Counsel for Columbia County stated that a meeting between Respondent and the County occurred within the two-week period. Respondent also stated that since that meeting, the County has performed survey work within the subdivision.

Judge Parker ordered the parties to appear at a second case management conference set for July 18, 2011, to confirm that an application to modify the permit has been submitted.

Following the Case Management Conference on April 25, 2011, District staff provided information to Columbia County that was requested by the County at the conference; however, no response from the County has been received. To date, no application to modify the existing permit has been received by the District.

District staff again inspected the site on July 14, 2011, in anticipation of the second case management conference with Judge Parker and observed that no work had been accomplished. Neither has the District received an application to modify the existing permit. Counsel attended Case Management Conference with Judge Parker July 18, 2011. Respondent, Jeffery Hill failed to attend the hearing. The Court directed counsel for the District to draft and file a motion requesting that an order to show cause why Respondent should not be held in contempt because Mr. Hill did not show for Case Management Conference and did not repair the pond as ordered.

District counsel filed a motion for an order to show cause why Jeffrey Hill should not be held in contempt on August 8, 2011, and a hearing was set for October 12, 2011. Counsel immediately withdrew this motion and cancelled the hearing upon receipt of Mr. Hill's Amended Motion for Sanctions on August 12, 2011,

which alleged that counsel's actions were in violation of the automatic stay resulting from Mr. Hill's bankruptcy filing. Counsel intends to re-file the motion and reset the hearing immediately following a decision by the bankruptcy court on September 12, 2011 (see above discussion under Suwannee River Water Management District v. El Rancho No Tengo, Inc.). Counsel will not charge any fees to the District for actions necessitated by the filing of this motion, which may have violated the automatic stay.

Once the bankruptcy Court rules on the District's motion to dismiss and Mr. Hill's motion for sanctions, Counsel intends to ask the Court to schedule another case management conference, as well as a hearing to determine the civil penalty amount and the amount of the District's costs and attorney's fees, all of which have already been awarded. Counsel and staff have been preparing the District's presentation concerning these amounts.

Staff Counsel is drafting an agreement between the District and the County setting forth the County's offer to obtain the necessary legal access and perform the correction action required on the stormwater management system. Thereafter, the District will transfer the permit to the County as the perpetual operation and maintenance entity. In exchange for the County's assistance, and other actions agreed to by the County to help the District resolve two other long-standing ERP violations, the District contemplates donating an approximate 42-acre parcel of land on Alligator Lake that adjoins County-owned property.

Staff counsel prepared an initial draft of an Interlocal Agreement with the County needed to further the negotiations. Prior to providing the proposed agreement to the County Attorney, counsel sent it to District staff on March 7, 2012, for their review and comment. Since the Bankruptcy Court's automatic stay is no longer in effect due to the dismissal of Jeffrey Hill's Chapter 12 case, in the event this recent attempt to resolve the violation fails, counsel will reschedule the District's motion for an order to show cause why Jeffrey Hill should not be held in contempt and set a hearing on the amount of the civil penalty award and the amount of the costs and attorney's fees award. **No change since last report.**

PENDING COMPLIANCE MATTERS:

For a list of pending compliance matters, please see the Compliance Report in current Board materials.

Suwannee River Water Management District

Governing Board Materials

Executive Office

The following materials have been reviewed and approved for distribution to the Governing Board and the public.

Director of Governmental Affairs

Assistant Executive Director

Executive Director

MEMORANDUM

TO: Governing Board

FROM: Charlie Houser, Asst. Executive Director
Steve Minnis, Governmental Affairs Director

DATE: May 24, 2012

RE: Activity Report, Executive Office

The following is a brief summary of activities by Charlie Houser and Steve Minnis from April 19, 2012 through May 24, 2012.

Charlie:

- Attended the Suwannee County Conservation District banquet.
- Met with Carlos Suarez and Jeff Wood of Natural Resources Conservation Service regarding the North Florida Regional Water Supply Partnership.
- Participated in the agricultural water use monitoring and water shortage meeting at Live Oak Farm Bureau.
- Attended the R. O. Ranch monthly Board of Directors meeting with Mr. Curtis presiding.
- Attended the Florida Leaders Organized for Water (FLOW) meeting in Lake City.
- Attended the Office of Agricultural Water Policy Spring Gathering.
- Attended the quarterly interagency coordination meeting with Dr. Ann Shortelle, Lad Daniels, St. Johns River WMD Chair, and Woody Boynton, St. Johns WMD Assistant Executive Director.
- Attended the Suwannee Farms Field Day with Dr. Ann Shortelle.
- Attended the North Florida Utility Coordination Group meeting.

Steve:

- Attended the Department of Economic Opportunity (DEO) Economic Development Liaisons Meeting and Tallahassee and participated in a DEO conference call regarding the Statewide Strategic Plan for Economic Development.
- Along with Louis Mantini met with Commissioner Monroe, Jefferson County, regarding the Wacissa River boat ramp.
- Attended the City of Perry's Downtown Revitalization Master Plan Meeting.
- Attended a City of Trenton Council Meeting regarding the Nature Coast Regional Water Authority's revised Interlocal Agreement.

Suwannee River Water Management District

Governing Board Materials

Supplemental

The following materials have been reviewed and approved for distribution to the Governing Board and the public.

Assistant Executive Director

Executive Director

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
EMPLOYMENT CONTRACT FOR EXECUTIVE DIRECTOR

THIS EMPLOYMENT CONTRACT is made and entered into as of June 18, 2012 (the "EFFECTIVE DATE"), by and between the SUWANNEE RIVER WATER MANAGEMENT DISTRICT, a Florida statutory special district, (the "DISTRICT"), and ANN B. SHORTELE, Ph.D., (the "EMPLOYEE") as follows:

WHEREAS, the DISTRICT was created pursuant to Section 373.069(1)(b), Florida Statutes and exercises its statutory powers pursuant to Ch. 373, Florida Statutes; and,

WHEREAS, the DISTRICT is governed by a governing board (the "GOVERNING BOARD") as provided in Section 373.073, Florida Statutes; and,

WHEREAS, pursuant to Section 373.079(4), Florida Statutes, the GOVERNING BOARD is required to employ an executive director; and,

WHEREAS, the GOVERNING BOARD and the EMPLOYEE mutually desire for the EMPLOYEE to be employed as the DISTRICT's executive director; and,

WHEREAS, the GOVERNING BOARD and the EMPLOYEE have agreed on terms of such employment and wish to commit such terms to writing and thereby make a legally enforceable contract therefore.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by this reference.
2. EMPLOYMENT. The GOVERNING BOARD hereby employs the EMPLOYEE as an employee of the DISTRICT and the EMPLOYEE hereby accepts such employment.
3. POWERS AND DUTIES OF EMPLOYEE. The EMPLOYEE shall serve as the executive director of the DISTRICT as the term "executive director" is contemplated under Section 373.079(4)(a), Florida Statutes. The EMPLOYEE shall have all of the powers and duties of the executive director as may be provided by Chapter 373, Florida Statutes, Chapter 40B, Florida Administrative Code, and all other applicable laws, rules, policies and procedures and as such may be changed and amended from time to time. Additionally, the EMPLOYEE shall have such additional duties as the GOVERNING BOARD may assign to the EMPLOYEE from time to time. Without limiting any of the foregoing, the EMPLOYEE shall:

- 3.1 Act as the principal agent of the GOVERNING BOARD in implementing the policies the GOVERNING BOARD adopts to fully effect its charge as prescribed by Chapter 373, Florida Statutes, and other applicable Florida statutes, federal statutes, the Governor and Legislature or their agents, as well as the general public of the DISTRICT at large.
 - 3.2 Be responsible for the day-to-day administration of the DISTRICT and its employees.
 - 3.3 Plan, formulate and make recommendations to the GOVERNING BOARD, statements of policy, annual and future plans, and budgets for consideration and approval.
 - 3.4 Conduct public meetings, in particular, meetings to seek public input on regulatory matters.
 - 3.5 Meet with federal, state and local elected and appointed officials, business leaders, community leaders and the public in general about issues of concern to the DISTRICT.
 - 3.6 Be present at events and attend meetings which may relate to issues of concern to the DISTRICT.
 - 3.7 Execute all decisions of the GOVERNING BOARD as directed.
 - 3.8 Direct and coordinate financial programs necessary to provide funding for new and continuing operations.
 - 3.9 Revise programs in anticipation of changes in current economic, environmental, legal, and operating conditions.
 - 3.10 Develop adequate procedures and controls to accurately and timely measure progress toward attainment of DISTRICT objectives.
4. DELEGATED AUTHORITY. Under Florida law, the GOVERNING BOARD may delegate certain parts of its authority to the DISTRICT's executive director. This contract shall not be deemed to affect any previous delegation of authority to the DISTRICT's executive director nor delegate any additional authority to the DISTRICT's executive director.
 5. TERM OF THIS CONTRACT.
 - 5.1 Unless terminated earlier as provided herein, the term of this contract shall be

from its EFFECTIVE DATE until the last day of the DISTRICT's fiscal year in which the EFFECTIVE DATE falls.

- 5.2 Unless terminated earlier as provided herein, thirty (30) days prior to the last day of its term, this contract shall be renewed on the same terms and conditions as set out herein, for an additional and successive one (1) year term, which term shall coincide with the DISTRICT's fiscal year, immediately following such renewal. Unless terminated earlier as provided herein, this contract shall be likewise renewed each and every year thereafter.
- 5.3 This contract may be terminated by the DISTRICT for any or no reason, at any time, but only upon motion, second and majority vote of the GOVERNING BOARD. This contract may be terminated by the EMPLOYEE, for any or no reason, upon giving 30 days prior written notice to the GOVERNING BOARD.
6. SALARY. The DISTRICT shall pay the EMPLOYEE a salary of \$133,848.00 per year (prorated for partial years), during the term of this contract. Such salary may be increased or decreased, from time to time, by the GOVERNING BOARD. Such salary shall be divided and paid in equal installments during the year, no less frequently than monthly, according to the DISTRICT's normal payroll schedule, as it may be changed from time to time.
7. BENEFITS. The EMPLOYEE shall receive and the DISTRICT shall pay for, all benefits (including without limitation, retirement, insurance, holidays, annual leave and sick leave) as the DISTRICT may provide, from time to time, to its senior management except as follows:
 - 7.1 The EMPLOYEE may participate in the EMPLOYEE's choice of the health, dental, and vision insurance plans offered by the DISTRICT to its senior management. The DISTRICT shall pay 100% of the cost of EMPLOYEE's participation (including the cost of covering EMPLOYEE's spouse and dependants) in such plan(s).
 - 7.2 The EMPLOYEE shall be maintained in the "senior management class" of the Florida Retirement System.
 - 7.3 On the EFFECTIVE DATE, the EMPLOYEE shall be granted and be deemed to have accrued 80 hours of annual leave.
 - 7.4 The EMPLOYEE shall be credited with 176 hours of annual leave on the first day of the DISTRICT's next fiscal year and the first day of each fiscal year thereafter. Annual leave in excess of 480 hours on the first day of the DISTRICT's fiscal year is added to the EMPLOYEE's sick leave balance. Upon separation from

employment, the EMPLOYEE forfeits any unused annual leave hours over 480. Upon separating from employment, the EMPLOYEE may be paid for up to a maximum of 480 hours of accumulated annual leave. The actual hours paid include the EMPLOYEE's annual leave balance on the day prior to the first day of the DISTRICT's fiscal year, plus the prorated portion of any annual leave earned after the first day of the DISTRICT's fiscal year. Payment for annual leave shall be made at the EMPLOYEE's then current rate of pay. In case of the death of the EMPLOYEE, the EMPLOYEE's beneficiary shall be paid for all annual leave credits.

- 7.5 The EMPLOYEE shall be credited with 104 hours of sick leave on the first day of the DISTRICT's next fiscal year and the first day of each fiscal year thereafter. There is no limit on the number of sick leave hours the EMPLOYEE may accrue. The EMPLOYEE is transferring to the DISTRICT from another State agency and therefore the EMPLOYEE's unused sick leave credits shall transfer to and be honored by the DISTRICT. Upon separation from employment with the DISTRICT, should the EMPLOYEE have ten years or more of creditable service with the State of Florida, including service with the DISTRICT, the EMPLOYEE is eligible for payment of unused sick leave credits at the EMPLOYEE's then current regular hourly rate of pay for one-fourth of all unused sick leave credits. In no case shall the EMPLOYEE receive payment for unused sick leave credits in excess of 480 hours. Upon separation from employment with the DISTRICT, should the EMPLOYEE have less than ten years of creditable service with the State of Florida, including service with the DISTRICT, any unused sick leave credits are forfeited. Florida Statutes provide for exceptions to payment of sick leave under certain circumstances involving employee misconduct. In case of the death of the EMPLOYEE, any payment for sick leave which would otherwise be due to the EMPLOYEE shall be made to the EMPLOYEE's beneficiary.

8. AUTOMOBILE. The EMPLOYEE shall have the use of a motor vehicle owned or leased by the DISTRICT under the following terms:

- 8.1 The DISTRICT shall pay all of the cost of the maintenance, upkeep and fuel for such motor vehicle.
- 8.2 Except as expressly set out herein, the motor vehicle shall only be used by the EMPLOYEE for DISTRICT business.
- 8.3 The EMPLOYEE is required to use the motor vehicle to commute from the EMPLOYEE's residence to the EMPLOYEE's place of employment. This requirement is imposed because the EMPLOYEE may not know from day-to-day whether the EMPLOYEE will be required to attend last minute and after hours meetings of state and local governmental bodies, public entities and private

groups and similar events to benefit the DISTRICT. The parties intend to value the provision of the above motor vehicle for commuting using the “Commuting Valuation Rule” as set out in IRS Reg. §1.61-21(f). (\$1.50 each way) Further the parties intend to utilize the “Safe Harbor Substantiation Rules” to relieve the EMPLOYEE of the requirement to keep detailed records of the use of the motor vehicle as provided in IRS Reg. § 1.274-6T(a)(3). (Requiring the inclusion of the commuting value on the EMPLOYEE’s wages.) The DISTRICT shall increase the salary of the EMPLOYEE as necessary cover the extra tax paid on the commuting benefit and leave the EMPLOYEE with the same or substantially the same “after tax” salary the EMPLOYEE would have received had the EMPLOYEE not been allowed to use the motor vehicle for commuting.

8.4 The EMPLOYEE may use the motor vehicle for *de minimis* personal use.

8.5 The EMPLOYEE shall not allow persons not employed by the DISTRICT to operate such motor vehicle.

9. PERFORMANCE EVALUATION. At least once every 12 months, the chair of the GOVERNING BOARD shall appoint a committee of members of the GOVERNING BOARD to review and evaluate the performance of the EMPLOYEE. Such committee shall prepare a written evaluation of the EMPLOYEE and present the same to the GOVERNING BOARD. The GOVERNING BOARD shall consider such written evaluation, make whatever changes it deems appropriate and approve such written evaluation, as it may have been amended. Such approved written evaluation shall become part of the EMPLOYEE’s personnel file. At the same time the GOVERNING BOARD approves such written evaluation, it may make whatever changes it deems appropriate to this contract including salary, benefits and other terms and conditions of the EMPLOYEE’s employment.

10. CONTRACT EVALUATION. At least once every 5 years, the chair of the GOVERNING BOARD shall appoint a committee of members of the GOVERNING BOARD to review and evaluate this contract. Such committee shall prepare either (1) a statement saying no amendments are necessary, (2) written amendments to this contract, or (3) a new contract, and present the same to the GOVERNING BOARD. The GOVERNING BOARD shall consider the matters presented by such committee and make the changes it deems appropriate to this contract.

11. CONFIRMATION AND APPROVAL OF THE EMPLOYEE BY THE GOVERNOR AND SENATE. Under Florida law, the DISTRICT’s executive director is subject to approval by the Governor and confirmation (including re-confirmation) by the Florida Senate. Should the EMPLOYEE fail to be so approved or confirmed when required by Florida law, this contract shall be deemed automatically terminated as of the last day the EMPLOYEE may serve as the DISTRICT’s executive director under Florida law.

12. SEVERANCE. Upon separation from employment with the DISTRICT, the EMPLOYEE shall not receive any severance pay. The term “severance pay” as used herein does not include the payment of accrued but unused annual and sick leave.
13. OUTSIDE EMPLOYMENT. The employment set out herein is intended to be exclusive, full time employment and the EMPLOYEE shall not be otherwise employed during the term of this contract without the prior written approval of the GOVERNING BOARD.
14. HOURS OF WORK. It is recognized that the EMPLOYEE must devote a great deal of time outside of normal office hours, to the official business of the DISTRICT. Therefore the EMPLOYEE is free to reasonably apportion the EMPLOYEE’s work time as the EMPLOYEE sees fit so long as the EMPLOYEE’s schedule does not interfere with the EMPLOYEE’s ability to fully and professionally perform EMPLOYEE’s duties hereunder.
15. OUTSIDE ACTIVITIES. The EMPLOYEE shall not engage in any outside activities which conflict with the interests of the DISTRICT. The GOVERNING BOARD shall be the sole judge of whether any such conflict exists provided that no conflict shall be deemed to exist by the EMPLOYEE’s membership in professional associations, including, without limitation, the North American Lake Society or the American Water Resource Association or civic organizations such as the Rotary Club or Kiwanis Club.
16. PROFESSIONAL ASSOCIATIONS AND CIVIC ORGANIZATIONS. The EMPLOYEE shall join, or maintain the EMPLOYEE’s membership in, up to three professional associations and civic organizations that benefit the DISTRICT or are related to the EMPLOYEE’s employment with the DISTRICT. The DISTRICT shall pay the annual membership dues for the EMPLOYEE’s membership in such professional associations and civic organizations up to a total cost of \$3,000.00 per year.
17. COMPLIANCE WITH ETHICAL RULES AND FILING OF FINANCIAL DISCLOSURES. The DISTRICT’s executive director is an officer of the DISTRICT under Florida law and subject to the Code of Ethics for Public Officers and Employees, Part III, Ch. 112, Fla.Stat. The EMPLOYEE shall abide by all of the requirements of such laws including the filing of all required financial disclosures.
18. INDEMNIFICATION. In addition to that required under law, the DISTRICT shall defend, save harmless, and indemnify the EMPLOYEE against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE’s duties as the DISTRICT’s executive director, unless the EMPLOYEE acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The DISTRICT shall not be liable in tort for the acts or omissions of the EMPLOYEE committed while acting outside the course and scope of

EMPLOYEE's agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The DISTRICT may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

19. ADMINISTRATION OF THIS CONTRACT. The contract administrator for the DISTRICT shall be the chair of the GOVERNING BOARD or his designee. In the absence of any contrary instruction by the GOVERNING BOARD, its chair or his designee shall have the authority to direct the actions of the EMPLOYEE.

20. CHANGES TO THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE EMPLOYEE. The terms and conditions of employment of the EMPLOYEE as set out in this contract, may be altered by the GOVERNING BOARD from time to time provided that:
 - 20.1 Changes Specific to EMPLOYEE. Changes which apply only to the EMPLOYEE shall be effective after such change is shown in the approved, official minutes of the GOVERNING BOARD.

 - 20.2 Changes Not Specific to EMPLOYEE. Changes which apply generally to all employees or a class of employees (such as senior management) shall be effective on the same date as such changes are applicable generally.

21. MISCELLANEOUS. This contract is the entire agreement between the parties and supercedes all prior contracts or agreements between the parties. Each party has had equal input into the drafting of this contract and this contract shall not be construed against either party. Once executed, a photocopy of this contract shall have the same force and effect as the original. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this contract. Wherever used herein, the singular shall include the plural, the plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires. This contract is made in the State of Florida and shall be governed by Florida law. The Circuit Court and the County Court in and for Suwannee County, Florida shall be the exclusive jurisdiction and venue for any litigation relating to or arising out of this contract or the employment of the EMPLOYEE with the DISTRICT. The parties mutually and forever waive any and all right to trial by jury in any legal proceeding relating to or arising out of this contract or the employment of the EMPLOYEE with the DISTRICT and agree to have any such actions decided by a judge alone, without a jury. This contract may not be assigned or delegated by either party without the prior written consent of the other party. This contract shall not be construed to create any legally enforceable rights in any persons or entities other than the EMPLOYEE and the DISTRICT.

APPROVED and EXECUTED by the GOVERNING BOARD on motion, second and majority vote this _____ day of _____, 2012.

GOVERNING BOARD OF THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT

By: _____
Don Quincey, Jr
Chair

(OFFICIAL SEAL)

ATTEST: _____
Ray Curtis
Secretary Treasurer

APPROVED AS TO LEGALITY AND FORM:

George T. Reeves
Governing Board Counsel

APPROVED and EXECUTED by the EMPLOYEE this _____ day of _____, 2012.

Ann B. Shortelle, Ph.D.

MEMORANDUM

TO: Governing Board

FROM: Terry E. Demott, Senior Land Resource Coordinator

DATE: June 4, 2012

RE: North Mill Creek 20-year Site Dedication to the Public for Boating
Access in Madison County

RECOMMENDATION

Staff recommends the Governing Board approve and execute a Site Dedication form to assure that the boat ramp on the District's North Mill Creek property in Madison County is dedicated to the public for a minimum of 20 years.

BACKGROUND

In order for Madison County to apply for a grant from the Florida Fish and Wildlife Conservation Commission, the District agreed in February 2012 to lease to the County certain lands along the Suwannee River. This Florida Boating Improvement Program (FBIP) grant is to be used to improve an existing boat ramp currently out of service.

In accordance with Chapter 68-1.003, Florida Administrative Code, part of the grant application requires that the property is dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum of 20 years. Approval of this site dedication form will fill these requirements.

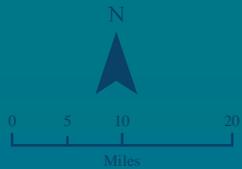
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Mill Creek North Boat Ramp and Easement Madison County, FL

 SRWMD Boundary
 Project Location



NOTE: This map was created by the Suwannee River Water Management District (SRWMD), Real Estate Program (REP), of the Department of Mission Support (DMS), to be used for planning purposes only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public records request regardless of the use or application. SRWMD does not guarantee the accuracy, or suitability for any use of this data, and no warranty is expressed or implied. In no event will the SRWMD, its staff, or the contributing agencies be liable for any direct, indirect, special, consequential or other damages, including loss of profit, arising from the use of this data, even if the District has been advised of the possibility of such damages. Users of this data should therefore do so at their own risk. For more information, please contact the SRWMD at 1-800-226-1066.



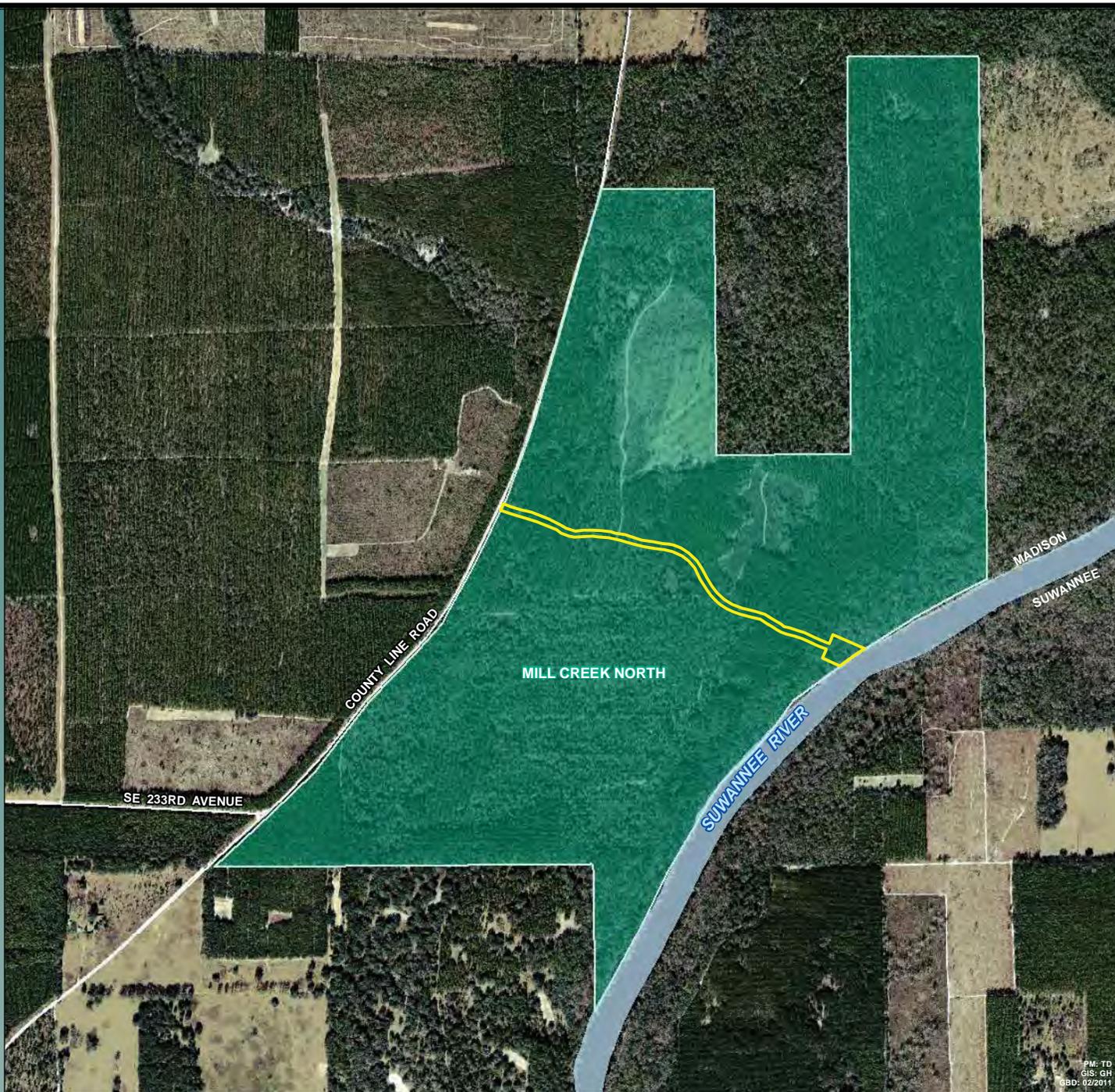
PM: TD
GIS: GH
GBD: 02/2012

Mill Creek North Boat Ramp & Easement Madison County Florida

-  Mill Creek North Boat Ramp and Easement
-  SRWMD Fee Lands



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PM: TD
GIS: GH
BBO: 02/2011

SITE DEDICATION

This Site Dedication gives notice that the Real Property identified as described in Exhibit A, Legal Description, attached hereto, (the "Property") has been developed with financial assistance provided by the Florida Legislature, through the Fish and Wildlife Conservation Commission, under the grant program called the Florida Boating Improvement Program (FBIP). In accordance with Chapter 68-1.003, F.A.C., and the Program Guidelines of the FBIP, the Property is hereby dedicated to the public as a boating access facility for the use and benefit of the general public for a minimum period of twenty (20) years from the date of this dedication.

DEDICATOR

Original signature

Witness

Printed Name

Printed Name

Title

Witness

Date

Printed Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 2012, by _____, who is personally
known to me or who produced _____ as
identification.

Stamp:

Notary Public, State of Florida

EXHIBIT A
LEGAL DESCRIPTION

MADISON MILL CREEK NORTH BOAT RAMP AND EASEMENT

A parcel of property lying to the left and right of the following described centerline, being a portion of Sections 16, 17 and 21, Township 2 South, Range 11 East, Madison County, Florida, being more particularly described as follows:

COMMENCE at the northeast corner of the South Half (S1/2) of the Southwest Quarter (SW 1/4) of said Section 16; thence North 90°00'00" West a distance of 1331.52 feet to the southeast corner of the Northwest Quarter (NW 1/4) of said SW 1/4; thence North 00°11'17" West a distance of 2635.37 feet to the northeast corner of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of said Section 16; thence North 89°55'24" West a distance of 1122.58 feet to the intersection of the north line of said NW 1/4 of SW 1/4 with the east side of a county graded road; thence along said east side of county graded road the following courses: South 16°25'52" West a distance of 423.42 feet; thence South 16°35'30" West a distance of 733.46 feet; thence South 16°36'12" West a distance of 495.35 feet; thence South 17°55'19" West a distance of 880.54 feet to the point of curvature of a circular curve to the right having a radius of 6170.93 feet and a central angle of 07°05'58"; thence along said curve an arc distance of 764.64 feet (Chord: South 21°28'20" West, 764.15 feet) to the POINT OF BEGINNING of the following described easement, said easement at this point lying 25 feet to the left and right of centerline; thence South 71°20'56" East a distance of 238.21 feet to the point of curvature of a circular curve to the right having a radius of 1500.00 feet and a central angle of 11°53'53"; thence along said curve an arc distance of 311.49 feet (Chord: South 65°24'00" East, 310.93 feet) to the point of reverse curvature, said curve having a radius of 250.00 feet and a central angle of 31°25'15"; thence along said curve an arc distance of

137.10 feet (Chord: South 75°09'41" East, 135.39 feet) to the point of reverse curvature, said curve having a radius of 1137.71 feet and a central angle of 19°19'08"; thence along said curve an arc distance of 383.61 feet (Chord: South 81°12'44" East, 381.80 feet) to the point of tangency of said curve; thence South 71°33'11" East a distance of 125.92 feet; thence South 78°02'35" East a distance of 669.10 feet to the point of curvature of a circular curve to the right having a radius of 376.69 feet and a central angle of 46°01'37"; thence along said curve an arc distance of 302.60 feet (Chord: South 55°01'47" East, 294.53 feet) to the point of tangency of said curve; thence South 32°00'58" East a distance of 180.29 feet to the point of curvature of a circular curve to the left having a radius of 503.28 feet and a central angle of 41°21'55"; thence along said curve an arc distance of 363.35 feet (Chord: South 52°41'56" East, 355.51 feet) to the point of tangency of said curve; thence South 73°22'54" East a distance of 171.54 feet; thence South 57°29'45" East a distance of 206.22 feet; thence South 71°26'02" East a distance of 168.44 feet; thence South 64°56'33" East a distance of 467.96 feet to a point, at said point said easement widens to lie 100 feet to the left and right of said centerline; thence continue South 64°56'33" East a distance of 223.31 feet to the water's edge of the Suwannee River and the POINT OF TERMINUS of said centerline.

Side lines of said easement to be lengthened or shortened to intersect the east side of said county graded road and the water's edge of the Suwannee River.

Said lands situate, lying and being in Madison County, Florida.

MEMORANDUM

TO: Governing Board
FROM: Carlos Herd, Senior Hydrogeologist
DATE: June 4, 2012
RE: Authorization to Enter into an Interlocal Agreement with the Town of Greenville

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to enter into an Interlocal Agreement with the Town of Greenville for funding assistance for a new water supply well at a cost not to exceed \$23,000.

BACKGROUND

The District purchased property for a wellfield in 2006 to assist the Town with water supply development. On March 6, 2012, the Town of Greenville initiated construction of a new public supply well as part of a project that also includes a water main to the water treatment plant.

When drilling began, the driller, Rowe Drilling Company, encountered a zone that contained clay and other loose material. The Town, the project engineer, and the driller attempted to complete construction and develop the well. Well development did not remediate the problem, therefore, the Town is requesting funding assistance with a proposal to seal off the zone of poor water quality using a liner and drilling the hole deeper.

The cost of the remedial work is \$46,533.22, a portion of which is not in the Town's project budget. The Town is requesting reimbursement of approximately half of the cost of the remedial work not to exceed \$23,000.

The current fiscal year water supply program budget has sufficient funding to complete this project.

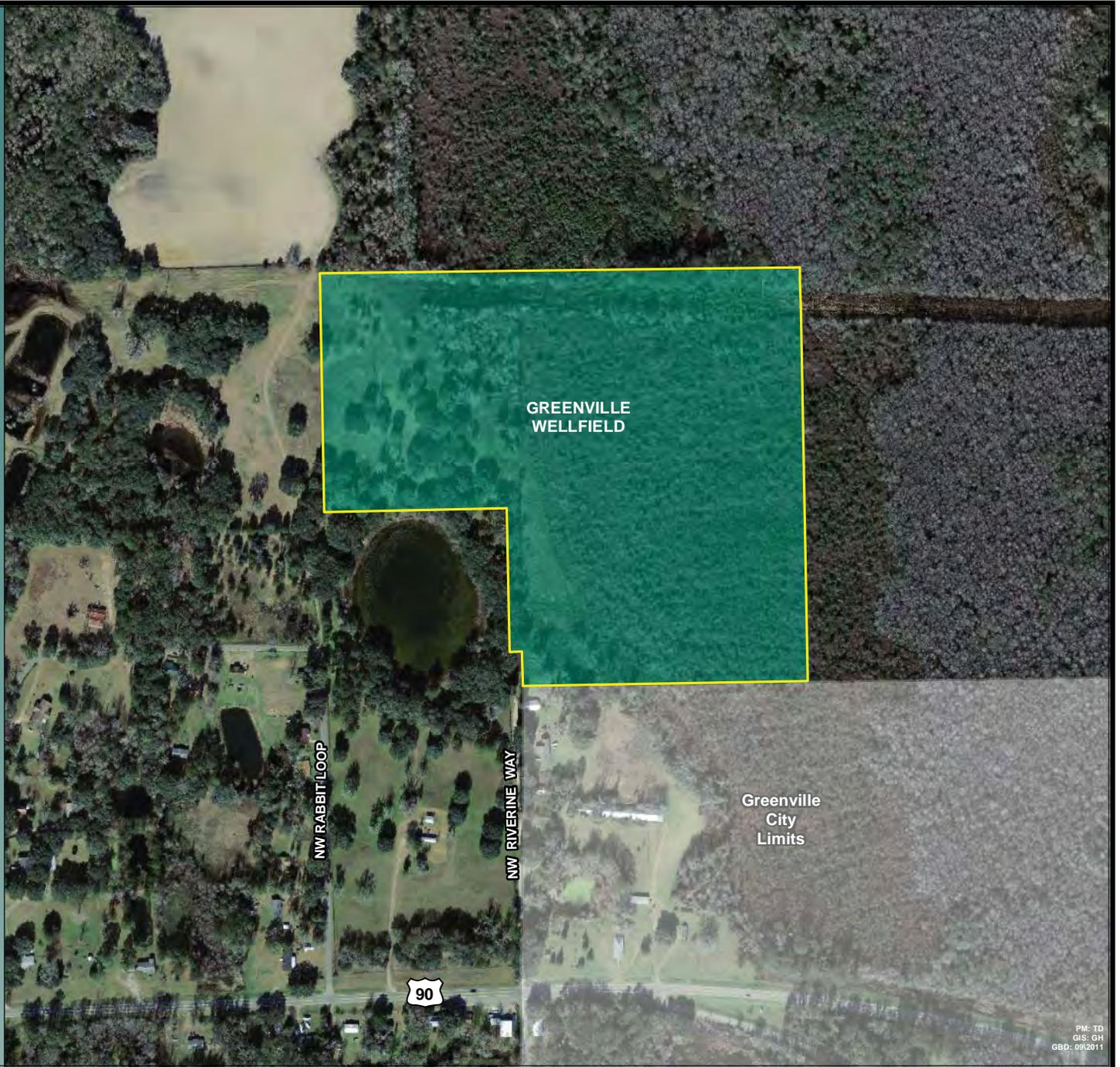
CH/dd

**Conveyance to
Town of Greenville
Greenville Wellfield
Madison County
Florida**

 **Greenville
Wellfield**



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PM: TD
GIS: GH
GBD: 09/2011



ROWE DRILLING COMPANY, INC.

WATER WELL CONTRACTORS
WATER WELLS & PUMPS, SALES AND REPAIR SERVICES
P. O. DRAWER 1389 TALLAHASSEE, FLORIDA 32302 850-576-1271 FAX 850-575-6636

Town of Greenville, Madison County, Florida
Cost Proposal - 8-Inch Production Well Liner
05/08/12

Our proposal is prepared in accordance with the rules & regulations of the NFWMD and FDEP. We propose to furnish all labor & materials to install a permanent production well liner between 145' – 200' below land surface (drawing attached), drill open hole from 200' – 250' below land surface and proceed with construction in the original contract.

The description for our proposal is as follows:

- Furnish SRWMD supply well construction permit - Modification
- Furnish labor & materials to install (1) 8" permanent production well liner

QUALIFICATIONS:

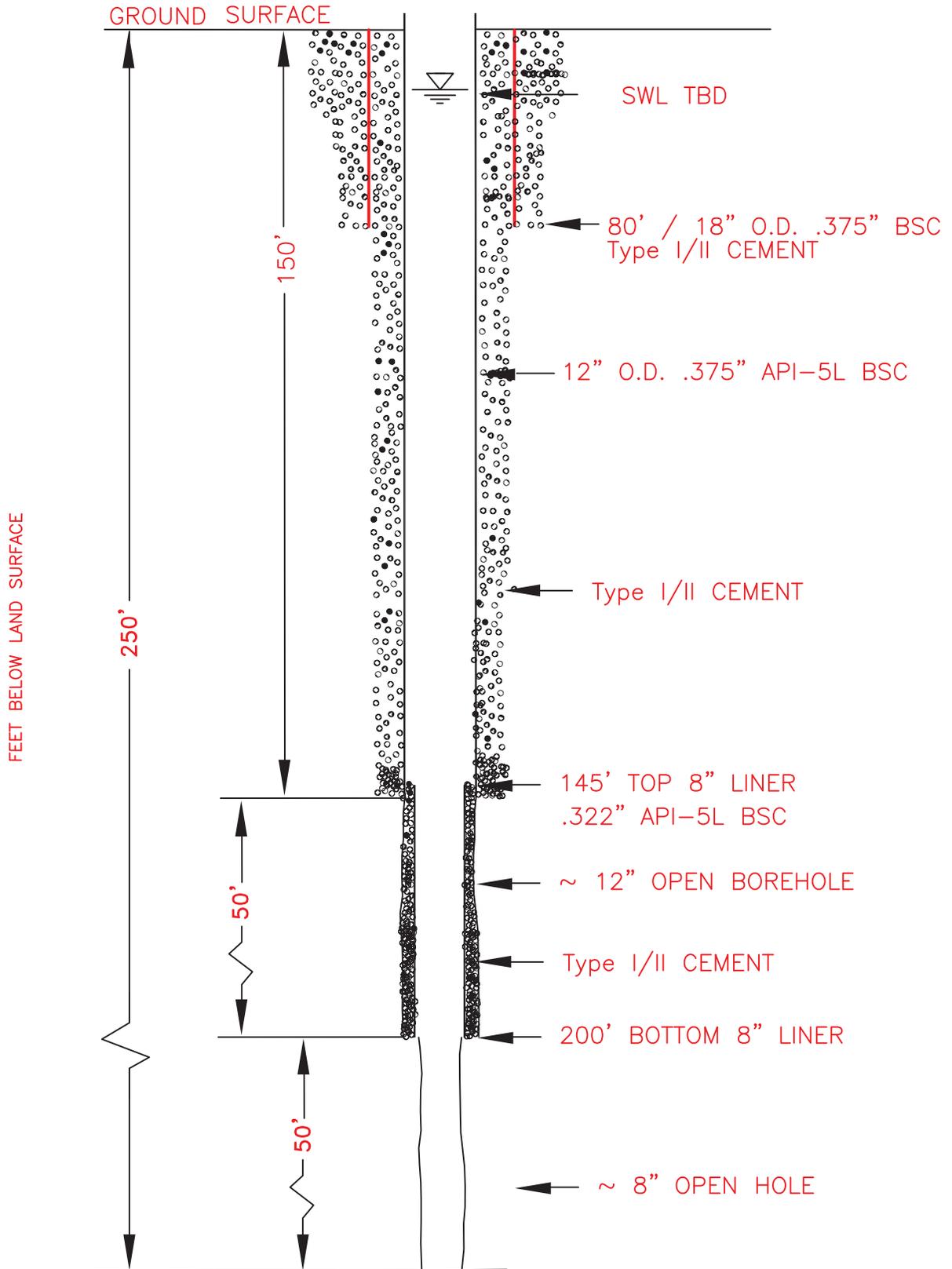
- NO guarantee is offered, expressed or implied to the **QUANTITY** or **QUALITY** of water

TOTAL PRICE: \$36,650.00

ADDERS:

1. **ADD** More than 50-feet nominal 8-inch open hole \$30.00/ft.
2. **ADD** More than 40 sacks Type I Neat Cement (Installed) \$20.00/sk.

May 8, 2012



12-839

NOT TO SCALE

ROWE DRILLING COMPANY, INC.

WWW.ROWEDRILLING.COM

P. O. DRAWER 1389 - TALLAHASSEE, FL 32302
TELEPHONE (850) 576-1271 - FAX (850) 575-6636

TOWN OF GREENVILLE
8-INCH LINER
PRODUCTION WELL

FIGURE
1



To: Hatch, Mott, MacDonald
3800 Esplanade Way, Suite 100
Tallahassee, Florida 32311

RE: Town of Greenville Water Well

DATE: 5/11/2012

RFCO #002
8-inch production well liner

Labor

Quantity	Units	Description	\$/unit	Cost of labor
1	LS	Dowdy supervisor - furnish labor and transportation for approx. 10 days	\$ 3,255.00	\$ 3,255.00
			\$ -	\$ -
Labor Subtotal				\$ 3,255.00
Labor Burden			0%	\$ -
				\$ 3,255.00

1	LS	Rowe - furnish labor / materials to install (1) 8" permanent production well liner & Permit modification	\$ 36,650.00	\$ 36,650.00
Labor Subtotal				\$ 36,650.00

Labor Total \$ 39,905.00

Materials

Quantity	Units	Description	\$/unit	Cost of Material
			\$ -	\$ -
Material subtotal				\$ -
Material tax			7.50%	\$ -
Material total				\$ -

Equipment

Quantity	Units	Description	\$/unit	Cost of Material
			\$ -	\$ -
Equipment Total				\$ -

Labor Total				\$ 39,905.00
Material total				\$ -
Equipment Total				\$ -
Subtotal				\$ 39,905.00
OH&P			15%	\$ 5,985.75
TOTAL				\$ 45,890.75
Bond			1.40%	\$ 642.47
GRAND TOTAL				\$ 46,533.22

Additional Items:
 ADD more than 50-feet nominal 8-in open hole \$ 30.00 FT
 ADD more than 40 sacks Type 1 Neat Cement \$ 20.00 SK
ADD additional 15 days to contract

MEMORANDUM

TO: Governing Board

FROM: Carlos Herd, Senior Hydrogeologist

DATE: June 4, 2012

RE: Interagency Agreement Between the Suwannee River Water Management District and the St. Johns River Water Management District for Cooperative Funding for the Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study

RECOMMENDATION

Staff recommends the Governing Board authorize the Executive Director to execute an Interagency Agreement for Cooperative Funding with the St. Johns River Water Management District to provide funding for the Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study With Atkins, Inc.

BACKGROUND

In May 2012, the Governing Board authorized the Executive Director to execute a contract with Atkins, Inc., for the Upper Floridan Aquifer Regional Recharge Concepts and Feasibility Study (Study) for a cost not to exceed \$265,000. Fifty percent, or \$132,500, of the project funding will be provided by the St. Johns River Water Management District (SJRWMD).

Atkins, Inc., will invoice the District and the SJRWMD will reimburse the District through the attached Interagency Agreement for Cooperative Funding (Agreement). The Agreement sets forth the terms and conditions related to SJRWMD's co-funding of the Study.

CH/dd